

भारतीय गैर न्यायिक
भारत INDIA

500

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL



सत्यमेव जयते

महाराष्ट्र MAHARASHTRA

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दस्तावेज का मूल्य

दस्तावेज की प्रकृति का उद्देश्य क्या है ? होव/नाही.

निष्कर्षित करने के लिए

मुद्रांक करने वाले का नाम Dhole petil of physiotherapy

वसुधैव कुटुम्बकम् pure

हस्ताक्षर Army Institute of Cardio Thoracic Sciences, Cohegawa pune

हस्ताक्षर Jantosh Rodke,

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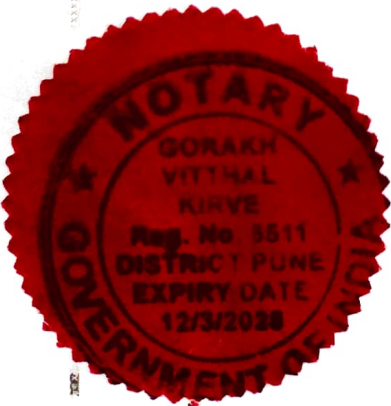


MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) EXECUTED ON THIS 15th DAY OF MARCH 2025.

BETWEEN

The Commandant,
Army Institute of Cardio Thoracic Sciences,
Kondhwa Rd, Old Golibar Maidan,
Wanowrie, Pune, Maharashtra 411040



(Hereinafter referred to as the 'Army Institute of Cardio Thoracic Sciences (AICTS)', which expressions shall include his successors, heirs, administrators, executors, assigns, representatives, etc.)

.....PARTY OF THE FIRST PART

AND

Hon. Secretary
Dhole Patil Education Society's and
&
The Principal,
Dhole Patil College of Physiotherapy
1284, Near Eon IT Park Kharadi,
Dhole Patil College Road,
Wagholi,
Pune-412207



(Hereinafter referred to as 'Dhole Patil College of Physiotherapy' which expressions shall include his successors, heirs, administrators, executors, assigns, representatives, etc.)

.....PARTY OF THE SECOND PART

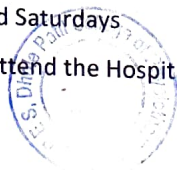
WHEREAS the "Army Institute of Cardio Thoracic Sciences", Wanowrie is a **600 bedded** hospital that offers high quality healthcare services to Cardio Pulmonary patients of all ages. It provides comprehensive services to support patient health and wellbeing.

AND WHEREAS the "Dhole Patil College of Physiotherapy" is affiliated to the Maharashtra University of Health Sciences and is permitted by the Government of Maharashtra with the vision of promoting education in physiotherapy, research, patient care and service to the nation as a whole. Internship students of the said Dhole Patil College of Physiotherapy educational institution are required to take specialized training and learning experience in clinical Physiotherapy embracing all the specialties and branches including training in all specialties of the Hospital during their 4 year Physiotherapy course (Bachelor of Physiotherapy) educational programme. College has approached Army Institute of Cardio Thoracic Sciences to allow the Internship students of the College to gain clinical physiotherapy training.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1. Scope:

- That the Internship students of Bachelor of Physiotherapy Course of the College will attend their Clinical posting of Hospital.
- That the clinical program would comprise of clinical postings 6 days a week except Sundays and Holidays. Posting hours will be from 9:00 am to 4:00 pm and will be 9:00 am to 1:30 pm on Wednesdays and Saturdays
- That the Internship students will attend the Hospital to their clinical postings as per the procedure laid by AICTS Pune.



- d. That there will be **no financial liability** from the either side.
- e. That the Internship students of the Dhole Patil College of Physiotherapy will maintain strict discipline during their postings at the 'Army Institute of Cardio Thoracic Sciences' and abide by rules and regulations of the institute.

2. TERM & TERMINATION:

- a. This MOU is executed on this 15th March of 2025 and valid for period of 5 years, which may be extended on mutual consent and agreement.
- b. Both the parties can cancel or terminate this MOU by giving 30 (thirty) days prior notice in writing to other party without any reason.
- c. However, in case of breach of any of the terms of this MOU, both the parties can terminate this MOU immediately.

A. OBLIGATIONS

a. OBLIGATION OF 'Army Institute of Cardio Thoracic Sciences'

- Army Institute of Cardio Thoracic Sciences' hereby agrees and permits the College to depute Internship students up to its intake capacity, in batches each comprising of about 5 interns led by its faculty members (If permitted by AICTS), to the Hospital for imparting of practical training and examination of Internship students as contemplated by the concerned syllabus.
- ii. 'Army Institute of Cardio Thoracic Sciences' shall provide support and facilities to the College to hold practical training in consonance with the syllabus prescribed for the course in the premises.
 - iii. 'Army Institute of Cardio Thoracic Sciences' will designate one of its officials as a single point contact to decide and resolve all issues pertaining to the smooth operations of the training part of the course covered within the scope of this MOU and shall communicate his / her name and contact details to the College.
 - iv. 'Army Institute of Cardio Thoracic Sciences' allow the Internship students and training providers to enter the Hospital premises for the purpose of attending training sessions; the Hospital reserves the right to restrict any Internship students or person from entering its premises for any disciplinary or other issues.
 - v. 'Army Institute of Cardio Thoracic Sciences' will not be responsible for any loss / damages / injury/ harm caused due to any act / error / negligence/ accident, caused intentionally or unintentionally, knowingly or unknowingly to the Internship students during the course of imparting of practical training and examination.
 - vi. The 'Army Institute of Cardio Thoracic Sciences' shall not allow any kind of photography/videography according to cyber security rules 2023. Any violation of the above matter will be treated seriously and can lead to cancellation of the MOU.

b. OBLIGATIONS OF THE COLLEGE:

- i. The College shall acquaint the Internship students with the norms of discipline to be followed while on the campus of the Hospital, with appropriate notice that in case of any indiscipline by any of the Internship students, the Hospital shall have right to restrict him or her from entering premises of the Hospital.
- ii. The College ensures that Internship students follow discipline, directives and decorum of the premises of the Hospital.
- iii. The College shall allow the representatives of the 'Army Institute of Cardio Thoracic Sciences' to check and inspect the conduct of the Internship students as a part of the course, which forms part of the MOU and call for any information and take copies of the documents and records concerning the course any time, only if required to be produced by 'Army Institute of Cardio Thoracic Sciences', under any direction issued by any statutory authority or in compliance of any other law. However, before any requirement, 'Army Institute of Cardio Thoracic Sciences' shall issue 15 days' notice to the College to take appropriate action and make arrangements.
- iv. The College shall designate one of its officials as a single point contact to decide and resolve all issues pertaining to the smooth operations of the training part of the Course, covered within the scope of this MOU and shall communicate his/her name and contact details to 'Army Institute of Cardio Thoracic Sciences'.
- v. The College shall maintain a register of Internship students attending at the Hospital for recording of attendance of the Internship students in the premises of the Hospital and the said registered shall be verified by the faculty member leading the batches and / or any authorized staff of the Hospital.
- vi. The said register shall remain in custody of the College and on each deputation shall be brought to the Hospital for verification by the Parties in terms hereof.

3. MUTUAL REPRESENTATIONS AND COVENANTS:

- a. Each party hereby covenant to the other Party that it shall perform its respective obligations under this MOU in a timely, diligent, competent and professional manner.
- b. Each party shall ensure that while performing their respective obligations under this MOU, no harm is caused to any property (tangible or intellectual or otherwise) or personnel of the other party.
- c. Each party represents and warrants to the other that it is validly formed and validly existing in order to enable it to enter into this MOU.
- d. Each party represents and warrants to the other that they have obtained all necessary internal and / or statutory approvals to enter into this MOU and that the person executing this MOU on its behalf has the necessary power and authority to enter into this MOU and bind the party represented by him.

- e. Each party shall ensure that throughout the tenure of this MOU, they shall obtain and keep all the statutory licenses, authorizations, sanctions and internal approvals applicable to their respective business/entity valid and in compliance with all applicable laws.
- f. Each party unequivocally warrants to the other party that while implementing their respective obligations under this MOU, the parties shall adhere to and comply with all statutory requirements and ethical practices.

g. GENERAL TERMS

- a. The College and the faculty leading the batches shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the Internship students on the premises of the said Hospital.
- b. This MOU shall not be construed to be a partnership, joint venture association or employer – employee relationship.
- c. The interns/ Internship students of the College **shall not receive any stipend or salary from 'AICTS'** Similar the Internship students / interns receiving training at the facility of the Hospital shall not be entitled to any benefits enjoyed by the employees of 'AICTS'
- d. Since the matter relates to the Academic year of the concerned Internship students of the said College, except in cases of indiscipline and misdemeanor in any manner, the said Hospital shall not restrain the Internship students deputed in terms hereof.
- e. Any renewal of the MOU shall operate only if it is in writing and upon its execution.
- f. The Parties must not violate any applicable **Anti-Bribery and Anti-corruption Laws**. Both the Parties must implement adequate procedures designed to prevent it or its staff from engaging in any activity which would constitute an offence under any applicable Anti-Bribery and Anti –corruption Laws.
- g. In the very nature of the matter, the parties hereto under take to extend all necessary cooperation to each other, so that the education of the Internship students of the said College is not hampered.

h. CONFIDENTIALITY:

Both the Parties hereby agrees that all data and information generated pursuant to this MOU shall be and remain the sole and exclusive property and/or Intellectual Property of the respective Entity and the confidentiality obligations shall apply thereto.

College shall ensure that the Internship students attending the training shall not contain/carry any confidential information out of this institute that it has received or disclosed by Hospital during the tenure of this MOU.



i. **INTELLECTUAL PROPERTY:**

Both the Parties hereby confirms and acknowledges that trademarks, logos and all intellectual properties shall remain sole property of the parties itself and any unauthorized use, assignment, sharing, disclosure or exhibition of the said brand logos shall cause irreparable damage to the 'Army Institute of Cardio Thoracic Sciences'.

j. **NON EXCLUSIVITY:**

It is agreed by both the parties that this MOU shall not bind other party in an exclusive manner, both the parties can execute and enforce a similar MOU with any another organization.

k. **DISPUTE RESOLUTION :**

1. All disputes and differences whatsoever which may at any time hereafter (whether during the continuance of these presents or upon or after its discharge or determination) arise between the parties, shall be amicably settled in the first instance failing which it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 to a Sole Arbitrator appointed by 'Army Institute of Cardio Thoracic Sciences' and the same shall be held at Pune.
2. This MOU shall be governed by the laws of India and shall be subject to jurisdiction of Courts at Pune.

IN WITNESS WHEREOF the parties hereto have executed these presets on the day, month and year first above-written.

For 'Army Institute of Cardio Thoracic Sciences'

Authorized Signatory

For Dhole Patil Education Society

Authorized Signatory

(P K Sharma)
Maj Gen
Commandant
AICTS, Pune



Witnesses:

Principal
D P E S, Dhole Patil
College of Physiotherapy
Pune - 412207

Noted & Registered
at Sr. No. 399/2025

ATTESTED

GORAKH V. KIRVE
NOTARY
GOVT. OF INDIA

26 MAR 2025

1.

Name Mohammed Samiullah

Address Physiotherapy
AICTS, Pune - 40



2.

Name Dr. Shrutika Bhalekar

Address 52/2 Abhudaya Soc
Wanowrie, Pune - 40