

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) EXECUTED ON THIS 1st DAY OF SEPTEMBER 2024.

BETWEEN

Sahyadri Hospitals Pvt. Ltd. a company registered under Companies Act, 2013 with CIN U85110PN1996PTC099499 and having its registered office at S.No.89 &90, Plot No. 54, Lokmanya Colony Kothrud, Pune – 411038 hereinafter referred to as “SHPL” (Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its successors and permitted assigns).

.....Party of the First Part

AND

Dhole Patil Education Society, a society registered under the provisions of the Societies Registration Act, 1860, having its registration number 1171/2005 and on behalf of Dhole Patil College of Physiotherapy having registered office at 1284, Near Eon IT Park Kharadi, Dhole Patil College Road, Wagholi,Pune-412207 herein after referred as “College” (Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its trustees, successors and permitted assigns).

.....PARTY OF THE SECOND PART

WHEREAS

- A. 'SHPL', is the largest chain of hospital network in Western India was established in the year 1994 with Pune with a vision to revolutionize health care facilities in the State of Maharashtra, Sahyadri hospitals has been at the forefront of providing world-class healthcare solutions and has consistently upheld its commitment to providing top-notch medical care, cutting-edge technology and solid dedication to patient well-being.
- B. SHPL is running and managing Sahyadri Super Specialty Hospital Nagar Road located at Near Hermes Heritage, Shastrinagar, Pune - 411006. (herein after referred to as “

Hospital' for the sake of brevity) with the total bed strength of 243 and believes in fostering a compassionate and caring environment for their patients and their family members.

- C. 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.
- D. 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.
- E. College has approached SHPL to allow the students of the College to gain clinical physiotherapy training and interns at its Hospital.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1. Scope:

- a. That the students of Bachelor of Physiotherapy Course of the College will attend their Clinical posting of Hospital.
- b. That the clinical program would comprise of clinical postings 6 days a week from 9:00 a.m. to 1:00 p.m. except Sundays, Holidays and during examination.
- c. That the students and the interns will attend the Hospital to their clinical postings.
- d. That there will be no financial liability from the either side.
- e. That the students and the interns of the Dhole Patil College of Physiotherapy will maintain strict discipline during their postings at the Sahyadri Super Speciality Hospital and abide by rules and regulations of the industry.

2. TERM & TERMINATION:

- a. This MOU is executed on this 1st day of September 2024 and valid for period of 3 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.

3. OBLIGATIONS

a. OBLIGATION OF SHPL

- i. SHPL hereby agrees and permits the College to depute students up to its intake capacity, in batches each comprising of about 20 students led by its faculty members, to the Hospital for imparting of practical training and examination of students as contemplated by the concerned syllabus.
- ii. SHPL 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. SHPL 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. SHPL allow the students and training providers to enter the Hospital premises for the purpose of attending training sessions; the Hospital reserves the right to restrict any students or person from entering its premises for any disciplinary or other issues.
- v. SHPL 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 students during the course of imparting of practical training and examination.
- vi. The SHPL shall allow the representatives of the College/ State or Central Council/ Official Bearers to check and inspect the Hospital premises including wards, registrations area, and other hospital premises for during Inspections which will be planned and/or Surprise 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 including video recording (As per the MUHS, Nashik policy) concerning the course any time, only if required to be produced by College and its Govt Bodies and etc , under any direction issued by any statutory authority or in compliance of any other law. However, before any requirement,

College shall issue 15 days' notice to the SHPL to take appropriate action and make arrangements.

b. OBLIGATIONS OF THE COLLEGE:

- i. The College shall acquaint the 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 students, the Hospital shall have right to restrict him or her from entering premises of the Hospital.
- ii. The College is permitted to hold its practical and / or theoretical training in consonance with the syllabus prescribed for the course and to hold examinations in the Hospital, without disturbing the working of the Hospital.
- iii. The College ensures that students follow discipline, directives and decorum of the premises of the Hospital.
- iv. The College shall allow the representatives of the SHPL/ Hospital to check and inspect the conduct of the 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 SHPL/Hospital, under any direction issued by any statutory authority or in compliance of any other law. However, before any requirement, SHPL/ Hospital shall issue 15 days' notice to the College to take appropriate action and make arrangements.
- v. The College shall comply with the applicable laws relating to its activities, students and employees and pay all its statutory payments, liabilities, etc. The College shall be solely responsible for the compliances relating to its students. SHPL and Hospital shall not be in any way liable to any non-compliance on the part of the College.
- vi. During the course of imparting of practical training and examination College will 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 student himself or to the other students or by the students to the Hospital Staff, Patients, Patients relatives, any third person or to the property/ belongings of hospital, hospital Staff, Patients, Patients relatives, any third person.
- vii. 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 SHPL/Hospital.

- viii. The College shall maintain a register of students attending at the Hospital for recording of attendance of the 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.
- ix. 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.

4. CONSIDERATION:

- a. In consideration of this MOU, the **Dhole Patil College of Physiotherapy** shall pay (and / or caused to be paid through the said College, an amount of **Rs. 500/-** (Five Hundred only) excluding all applicable taxes per UG student per month as workshop fees and **Rs. 600/-** (Rs. Six Hundred only) excluding all applicable taxes per PG student/ Intern per month as workshop fees during the period of their training in the said Hospital.
- b. Thereafter there shall be increase at the rate of 10% in the workshop fees every year.
- c. Taxes will be charged extra as applicable. SHPL shall raise an invoice for the consideration payable by **Dhole Patil College of Physiotherapy** including applicable taxes by 5th of each month.

5. 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.

6. 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 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/ students of the College shall not receive any stipend or salary from SHPL. Similar the students/ interns receiving training at the facility of the Hospital shall not be entitled to any benefits enjoyed by the employees of SHPL.
- d. Since the matter relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrain the 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. Since the matter, relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrains the students deputed in terms hereof.
- h. 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 students of the said College is not hampered.

7. 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 students attending the training shall not disclose any confidential information that it has received or disclosed by Hospital during the tenure of this MOU.

8. 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 SHPL and College .

9. INDEMNITY:

College shall Indemnify SHPL/Hospital, its staff, directors, officers and any patient or its relatives against all and whatsoever claims, actions, suits, proceedings, taxes, levies, costs, expenses, damages, losses, injuries, harm and liabilities (including attorney's fees) which are brought against SHPL resulting from misconduct of any of the students/ persons of the College for any reason including but not limited to misrepresentation made by any of the students/ persons of College or submission of fraudulent documents or details.

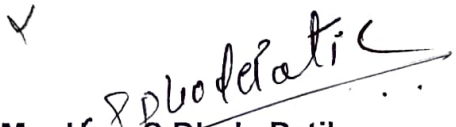
10. NON EXCLUSIVITY:

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.

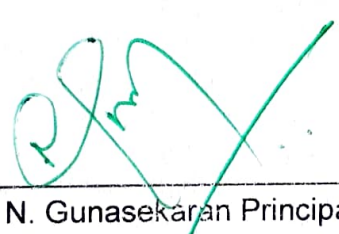
11. DISPUTE RESOLUTION :

- a. 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 SHPL and the same shall be held at Pune.
- b. This MOU shall be governed by the laws of India and shall be subject to jurisdiction of Courts at Pune.

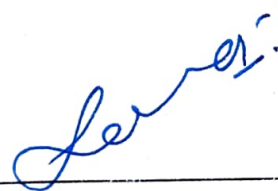
IN WITNESS WHEREOF the parties hereto have executed these presets on the day, month and year first above-written.

For Sahyadri Hospitals Private Limited	For Sahyadri Hospitals Private Limited
Authorized Signatory	Authorized Signatory
For Dhole Patil Education Society	
 Mrs. Uma S. Dhole Patil Hon. Secretary Dhole Patil Education Society.	

Witnesses:

1. 
Name: Prof. Dr. N. Gunasekaran Principal
Address: Dhole Patil College of Physiotherapy, Pune.

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

2. 
Name: Dr. Bharat Singh (Chief of Medical Services)
Address: Sahyadri Super Speciality Hospital, Nagar Road, Pune