

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 07/12/2022 this Wednesday of December 2022. Between Apollo Hospitals Limited, a company registered under the provisions of the Companies Act, 1956 (1 of 1956) and having its registered office at Plot No. 1, Swaminarayan Nagar, New Adgaon Naka, Panchavati, near Lunge Mangal Karyalay, Nashik, Maharashtra 422003. And its unit here in after referred to as "Apollo" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns of the ONE PART.

**AND**

MET's Institute of Pharmacy, Bhujbal Knowledge City, Adgaon, Nashik 422003, Doctor of Pharmacy (Pharm D) course is recognized by the Pharmacy Council of Indian (PCI), New Delhi (File No.1366 Dated: - 10/04/2020) & affiliated to Savitribai Phule Pune University, Pune (Affiliation Letter No. CA - 693 Dated: - 09/09/2020) and established at MET's Institute of Pharmacy, Bhujbal Knowledge City, Adgaon, Nashik 422003. Here in after referred to as "Institution" which expression shall unless it is repugnant to the context or meaning thereof shall mean and include its successors and assigns of the OTHER PART.

WHEREAS **Apollo Hospitals** is Pioneer in providing health care facilities and is in the possession of clinical skills, competencies, and expertise in the field of managing and operating super specialty and multi-specialty hospitals and is running one such unit at Nashik which is a multi-specialty tertiary care hospital equipped with **118** Beds out of which **29** are reserved for critical care, **03** operation theatres of international standard. Cardiac catheterization lab and dedicated cardiac ambulance, 24 hours Emergency Heart line, and accident & trauma line.

AND WHEREAS Institution holds all the licenses and permits as required under the law for running Doctor of Pharmacy (Pharm D) course in MET's Institute of Pharmacy, Bhujbal Knowledge City, Adgaon, Nashik 422003), and is permitted to enter into any kind of agreements, MOU, arrangements, etc. with any party or third party for accomplishing their objectives and also in the interest of the students.

AND WHEREAS **Apollo Hospitals** has agreed to get affiliated with the Institution for providing training support to the Doctor of Pharmacy (Pharm D) students of the Institution on the agreed terms and conditions.

**NOW THIS MOU WITNESSED THAT:**

**1. EFFECTIVE DATE & TERM**

The parties hereby agree that the effective date of this MOU shall be the date on which this MOU is signed. This MOU shall be valid for an initial period of **ONE** year and may be extended on written mutual consent.

**2. APOLLO HOSPITALS OBLIGATION**

- a. **Apollo Hospitals** shall extend its support by offering training to the Pharm D students of the Institution.
- b. During the tenure of the training, **Apollo Hospitals** shall provide exposure to the students in its above-referred unit hospital as a trainee for the purposes of gaining experience, only under the observation of the hospital staff and not otherwise.
- c. On the successful completion of the course, **Apollo Hospitals** may consider the appointment of a few candidates based on merit, on the role of its Nashik hospital. Subject to registration in MNC.
- d. No stipend or any other payment shall be paid to the students during the training period.

**3. INSTITUTION OBLIGATION**

- a. Institution shall have the overall responsibility for the smooth run of the training and shall cooperate with Apollo Hospitals as and when required.
- b. All logistic support required for the purposes of training of the students shall be provided by the Institution to **Apollo Hospitals**
- c. Institution has to advise its students to abide by **Apollo Hospitals'** policy and disciplinary protocols and also to maintain confidentiality during their training/service and post their service/training for three years. In case of breach of such policy and protocols by any student trainee, **Apollo Hospitals** reserves its

right to immediately terminate the training of the concerned student with notice to the Institution. In case of repeated instances of misbehavior of the students, **Apollo Hospitals** at its discretion terminate the present MOU forthwith giving 7 days' notice to the Institution.

d.

#### 4. **NON –EXCLUSIVITY**

This MOU is executed on a non-exclusive basis. Both the parties are free to enter into a similar agreement with other Institutions/hospitals. However, both the parties shall be under an obligation to maintain the confidentiality of the terms of the present MOU.

#### 5. **INDEMNIFICATION:**

The institution shall indemnify and hold **Apollo Hospitals** and its affiliates, management, and staff indemnified against all claims, damages, suits, judgments, etc resulting interalia from or otherwise (i) Any breach of the terms, conditions, representations, warranty, covenants, provisions and stipulations, non-observance or non-performance of any of its obligations or other provisions hereof or any actions or omissions thereunder; (ii) misfeasance, malfeasance or fraudulent acts or willful and negligent and acts of misconduct of any trainee students of the Institution.

#### 6. **TERMINATION**

- A. This MOU may be terminated by either party without assigning reasons by giving a notice of 30 days. The period of notice of termination can be reduced further by mutual consent of the parties
- B. This MOU may be terminated forthwith by any party if the other party is in default of any terms and condition of the MOU and fail to remedy the breach within 15 days of receipt of the notice on this behalf.

## **7. CONFIDENTIALITY**

Each party agrees to keep confidential all information that each party may obtain, regarding the other party's operations or activities, and under no circumstances divulge such information to any person other than the persons necessarily involved in the performance of this MOU on a need-to-know basis only.

Either party shall not disclose any information it obtains in writing or otherwise from the other party unless disclosure of such information is in the proper course of discharging its obligations under this MOU or is required by local law or any regulations of local government, provided that such party gives written intimation to the other party regarding its obligation to disclose any and all information, to enable the other party to obtain protective orders.

## **8. REPRESENTATION AND WARRANTY**

Both the parties represent that they are legally competent and authorized to execute the present MOU.

Institutions warrant that it has the requisite permission and licenses to run the nursing college and to get affiliated with any hospital/nursing home for the provision of training to its nursing students.

## **9. MISCELLANEOUS**

### **a. NOTICES**

A notice under this MOU shall only be effective if it is given in writing. Any notice under this MOU shall be validly served if sent by personal delivery, electronic mail, fax, or courier. Any notice under this MOU shall be deemed to be received:

- i) if delivered personally, at the time of delivery;
- ii) in case of email, on confirmation of receipt.

Provided that if deemed receipt occurs after 5:30 P.M. on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9:30 A.M. on the next working day.

Notices under this MOU shall be sent to a party at its address or facsimile number and for the attention of the individual set out below:

**For Apollo Hospitals Enterprises Limited, Nashik**

Address : No 287, Swaminarayan Nagar, Off Mumbai-Agra Highway,  
Panchavati, Nashik- 422003.  
Tel No : **0253-2628500**  
Fax No : -  
E-mail id : [amol\\_b@apollohospitals.com](mailto:amol_b@apollohospitals.com)

**Kind attention:** Principal, MET's Institute of Pharmacy, Bhujbal  
Knowledge City, Adgaon, Nashik

**For Institution**

Address : MET's Institute of Pharmacy, Bhujbal Knowledge City,  
Adgaon, Nashik 42200.  
Tel No : 0253-2555861  
Fax No : - (0253) 2303203  
E-mail Id : - principal\_iop@bkc.met.edu

**Kind attention:** Principal, MET's Institute of Pharmacy, Bhujbal Knowledge  
City, Adgaon, Nashik

or such other address or facsimile number as may be notified in writing from  
time to time by the relevant Party to the other Party.

**b. MODIFICATION**

No changes or modifications of this MOU and/or its annexes shall be valid unless  
it is in writing and signed by both parties.

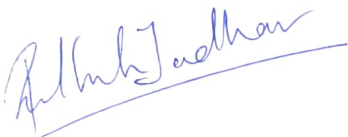

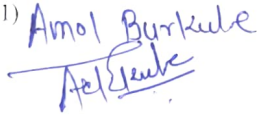

c. RELATIONSHIP BETWEEN PARTIES

None of the provisions of this MOU can be interpreted as indicating the intent of parties to form a company, association, or joint venture.

d. GOVERNING LAW & JURISDICTION

This MOU is governed by Indian laws. The Courts of Nashik shall have exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU on this **07th day, December 2022.**

For Apollo Hospital, Nashik	For Principal, MET's Institute of Pharmacy, Bhujbal Knowledge City, Adgaon, Nashik
	 <b>PRINCIPAL</b> MET's Institute of Pharmacy Adgaon, Nashik-3.
Witness:	Witness:
1) 	1)  Dr Pavan B. Odavant

