

**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN**



Dr. N.G.P ARTS AND SCIENCE COLLEGE
Accredited by NAAC with 'A' Grade (2nd Cycle)
COIMBATORE-641048
TAMILNADU

&

KOVAI MEDICAL CENTER AND HOSPITAL



Kovai Medical Center and Hospital

MAKING THE IMPOSSIBLE, POSSIBLE

FOR
EDUCATION, TRAINING, RESEARCH AND RELATED
SERVICES



தமிழ்நாடு தமிழ்நாடு TAMILNADU

CF 553122

24.04.2020

Dr. N.G.P. ARTS And Sciences

N. G. P. Arts and Sciences College Coimbatore

College Coimbatore

சென்னை கிளாஸ்காஸ்
J-2 S.R.O. ராஜ் வீதி
கோயமுத்தூர் - 1 தமிழ்நாடு
பிழைப்பு எண் 4124 B-1/95

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter it's called as "MOU") is made on **Wednesday 6th May 2020 at Coimbatore, Tamilnadu, India.**

By and Between

The **Dr.N.G.P Arts and Science College (DrNGPASC)**, Dr.N.G.P. Nagar, Kalapatti Road, Coimbatore-641 048, represented by its Principal Prof. Dr. V. Rajendran (hereinafter referred to as "**First Party**"), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

And

The **Kovai Medical Center and Hospital (KMCH)**, the 1000 bed multi-disciplinary advanced super specialty hospital located at the Avanashi road, Coimbatore-641014, represented by its Chief Operating Officer Dr. J. Sivakumaran (hereinafter referred to as "**Second Party**"), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

First Party and second party shall be hereinafter collectively referred to as “Parties” and individually as a “Party”.

The first party, i.e., Dr.N.G.P. Arts and Science College (DrNGPASC) is an organization of KMCRET trust which was established in the year 1997 under the leadership of **Dr.Nalla G. Palaniswami**, as its Chairman and **Dr.Thavamani D. Palaniswami** as its Managing Trustee and Secretary. The College has been recognized under 2(f) and 12(B) by UGC, New Delhi. The college was re-Accredited by NAAC with "A" Grade (2nd Cycle).

The second party, i.e., The Kovai Medical Center & Hospital (KMCH) Limited was incorporated as a public limited Company on 29th August 1985. The company has been promoted by **Dr.Nalla G Palaniswami** and associates. The Kovai Medical Center and Hospital Ltd. (KMCH) started functioning as a 250 bed hospital on 24th June 1990, and today has grown into a 1000 bedded super specialty hospital in Coimbatore, offering a total and comprehensive healthcare solution for various ailments. KMCH Hospital is the most trusted Multispecialty Hospital in the Western Tamil Nadu region.

WHEREAS:

- A. KMCH is engaged in the business of inter-alia, running hospitals and providing healthcare services in various cities in Tamil Nadu and has established multi-specialty hospitals at various locations in Tamil Nadu and has significant expertise in medical care and administers a course in Radiation Oncology.
- B. DrNGPASC has represented to the Hospital that it is recognized by the University Grants Commission (UGC) and conducting M.Sc. Medical Physics Programme which is approved by The Atomic Energy Regulatory Board (AERB) and is desirous of engaging with the Hospital to take benefit of the its skills, expertise, and infrastructure in the clinical areas for its educational program.
- C. KMCH has agreed to assist Dr. N.G.P Arts and Science College Coimbatore with respect to use of its hospital units/centers to provide support to all courses conducted by DrNGPASC.
- D. Towards this, the Parties hereby agree to enter into this Agreement to record their understanding in offering support at the hospital of KMCH on terms and conditions as set out in this Agreement.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF THIS AGREEMENT

- 1.1 That the both the parties shall not be in any way liable for identifying the legal requirements, ensuring compliance with the same and/or for non-compliance and the consequences thereof;
- 1.2 To permit the Students of the all programmes of DrNGPASC to utilize the infrastructural and instrumentation facilities available at Kovai Medical Center and Hospital, Coimbatore.

- 1.3 To offer Certificate / Diploma courses / field Training using available facilities at KMCH jointly with DrNGPASC.
- 1.4 To conduct regular practical classes and end semester practical examinations at KMCH for the students admitted to M.Sc. Medical Physics course at Dr. N.G.P. Arts and Science College.
- 1.5 KMCH shall offer the internship to M.Sc. Medical Physics Candidates that assists them in achieving their required certifications from AERB.
- 1.6 To undertake collaborative research proposals jointly by KMCH and DrNGPASC without any financial commitments.
- 1.7 To organize national and international level workshops / Seminars / Hands-on training for the benefit of KMCH and DrNGPASC staff(s) and student(s).
- 1.8 Based on profile and need, the KMCH staff will be considered as Adjunct Professor(s) / Visiting Professor(s) on mutual area of interest.

2. REPRESENTATIONS AND WARRANTIES:

2.1 Each Party hereby represents and warrants to the other Party that:

- (i) It has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;
- (ii) The execution, delivery and performance of this Agreement by it, does not and will not conflict with any legal, contractual, or organizational requirements;
- (iii) There are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

3. TERM & TERMINATION AND CONSEQUENCES OF TERMINATION:

3.1 TERM:

This Agreement shall be valid for a period of Five (5) years from the date of signature by the Parties ("Term"), unless terminated earlier by the Parties as provided hereinafter. Upon expiry of the Term, the Parties may renew the Term of the Agreement for such further period as mutually agreed to in writing by the Parties.

3.2 TERMINATION:

The DrNGPASC and KMCH shall be entitled to terminate this Agreement by providing a written notice of 2 months to other, without assigning any reasons whatsoever.

4. STUDENTS SAFETY:

- 4.1 It is herein clarified that at all time during the Term of the Agreement the safety of the students shall completely rest with the College during transportation and clinical posting in the Hospital. College shall ensure the safety of the students and shall be responsible for their safety to prevent occupational related health during their presence at hospital.
- 4.2 The College shall ensure that the students shall always conduct themselves in a disciplined manner and shall not indulge in any riotous activity and do

nothing which would have adverse impact on working of the Hospital or of maintaining discipline in the Hospital of KMCH.

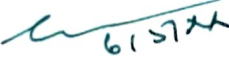

5. REPRESENTATIONS AND WARRANTIES OF THE COLLEGE:

- 5.1** The College acknowledges the fact that Hospital's decision in evaluating a student for clinical posting shall be the sole discretion of Hospital alone. Upon successful completion of the posting by the student, certificate of completion will be issued by Hospital.
- 5.2** The College shall ensure that its students / faculties follow all rules and regulation of Hospital pertaining to leave, discipline, Practical classes, Training and project work schedule, grooming and etiquettes etc. More than two incidents of indiscipline / non-cooperation will lead to intimation by Hospital to the College for the termination of Training and project work period of any students/faculty without any notice or prior information.
- 5.3** The College shall ensure that students / faculty shall use personal protective equipment, as directed by Hospital or as it deems fit. Hospital shall not be liable for any accident caused during the Training and project work. Any vaccinations required to protect the student / faculty while on Training and project work has to be arranged by the College at their cost and submit the report to Hospital.
- 5.4** The College shall ensure that the students to adhere to the attendance requirements as decided by Hospital and College during the Training, Project Work and Internships.
- 5.5**
- (i) The College shall ensure that students/faculty wear ID card during Training and project work.
 - (ii) The College shall ensure that students / faculty come in neat and tidy uniform to Hospital.
 - (iii) The College shall ensure that students / faculty maintain discipline and professional decorum at all times in the Hospital.
 - (iv) The College shall be responsible for any and all damages caused by the student/faculty to the Hospital asset and shall indemnify KMCH without demur.
 - (v) The College shall comply with all applicable laws, rules and regulations under this Agreement.
 - (vi) The College shall be liable for any life threatening diseases while they are in the KMCH premises.
 - (vii) The College shall indemnify HCG for all third party claims, losses, damages, costs, suits or failure in performance of its obligations and shall be for liable for both direct and indirect damages.
 - (viii) The College needs to produce copy of appropriate registrations, permits, approvals, licenses from applicable regulatory or statutory authorities related to the programme for which the Training is requested.
 - (ix) The College shall not use the Hospital name without the prior permission of KMCH.

6. MISCELLANEOUS:


- 6.1 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision or provisions, which most nearly effect the intention of the Parties.
- 6.2 **Relationship:** The relationship between Parties is that of an independent contractor and neither Party hereto is an agent or partner of the other Party for any purpose whatsoever.
- 6.3 **Assignment:** Neither Party shall assign this Agreement or its rights and obligation hereunder without the prior written consent of the other Party.
- 6.4 **Counterparts:** This Agreement shall be executed in two counterparts, all of which shall constitute one and the same agreement.
- 6.5 **Financial Commitment:** There is no financial impediment for the both parties.


The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

For Dr.N.G.P. Arts and Science College	For Kovai Medical Center and Hospital
Name: Prof. Dr. V. Rajendran	Name: Dr. J. Sivakumaran
Designation: Principal	Designation: Chief operating Officer
Date: 06-05-2020	Date: 06-05-2020
Signature: 	Signature: 
Prof. Dr. V. RAJENDRAN M.Sc., M.Phil., M.Tech., (Nanotech), Ph.D., FinaD (London) Principal Dr. N.G.P. Arts and Science College Dr. N.G.P.-Kalapatti Road Coimbatore-641 048.	For Kovai Medical Center and Hospital Limited Dr. J. Sivakumaran Chief Operating Officer



Witness:

1. 
[Dr. S. SARAVANAN]

2. 
RAJKUMAR R
S/o R. Krishnamany
Deputy manager
kmch