

WHEREAS, AHERF is a registered society under A.P (Telangana Areas) Public Societies Registration Act, 1350 Fasli. One of the objects of the said society is to establish, maintain and support Medical Schools, Colleges and similar institutions for imparting Medical and Healthcare Education and in furtherance of its objective, AHERF is intending to establish a Medical college in the name and style of "Apollo Institute of Medical Sciences & Research at Chittoor in Chittoor District, Andhra Pradesh;

And WHEREAS, AHERF has experience to establish and run a medical college and satisfies the eligibility criteria, as postulated under Establishment of Medical College Regulations, 1999. However, AHERF though financially self-sufficient for establishing the medical college, it requires a 300 bedded hospital with necessary infrastructural facilities for the present. Barring the same, AHERF will meet qualifying criteria, as laid down under Establishment of Medical College Regulations, 1999;

And WHEREAS as per Clause 2(5) of Establishment of Medical College Regulations, (Amendment of 2013), MCI Notification 34(41)/2013-Med dated 28th October 2013, an Appropriate Government shall be permitted to allow the utilization of the facilities of a hospital owned and managed by it for establishing a Medical College by a person/agency by entering into a Memorandum of Understanding for this purpose;

And WHEREAS "District Head Quarters Hospital Chittoor", (Hereinafter referred to as "Hospital") is a 320 bedded hospital, which is wholly financed and managed by the State Government. The said Hospital was established for catering to the needs of the general public;

AND WHEREAS, the Apollo Hospitals Educational and Research Foundation represented to the State through representation dated 19.04.2015 for the purpose of allowing it to upgrade the facilities and utilize the same in the above named hospital located at Chittoor, Chittoor District, Andhra Pradesh for the purpose of establishment of the medical college, to which State has accorded approval as the upgrading of infrastructure in the Hospital and setting up a Medical college would benefit the people of the region & the State by providing access to the best of health care and further there is also a requirement of a Medical college in the said area to cater to the needs of the students thereby making the region a learning hub in Medical & Healthcare education. Apart from the same, the State also factored in the Hospital being benefitted by improving operational efficiency, as mentioned infra., so as to cater to the needs of the general public.

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

1. State hereby agrees to allow the utilization of services of the Hospital by Apollo Hospitals Educational and Research Foundation from 1st day of February 2016 including permitting Apollo Hospitals Educational and Research Foundation to develop the existing infrastructure, thereby meeting the requirement of running a teaching institution and State shall extend all the necessary cooperation required in this regard.
2. Apollo Hospitals Educational and Research Foundation, apart from the above, shall knowledge transfer to Hospital to improve Operational Efficiency and Management Standards of the Hospital and the Pharmacy and also up-Skilling of the existing Healthcare Personnel of the Hospital at different levels.
3. In consideration of allowing Apollo Hospitals Educational and Research Foundation to utilize the existing set up and also to develop the existing hospital into a state of art teaching hospital and ready for the purpose of running a teaching institution as required under the relevant Medical Council of India Act/Rules/Regulations and keeping in view the involvement of the students, who would undergo the medical education in the proposed college, the Government shall give operational responsibility to the committee constituted for the purpose.
4. State shall facilitate to continue to allocate the budget to the Hospital, as is being allotted at present. All additional expenditures towards the development of buildings, infrastructure, additional manpower, operationalization and maintenance of Hospital including all services and make the Hospital conform to the standards of MCI shall be borne by AHERF.
5. State will facilitate to provide free and uninterrupted access to Apollo Hospitals Educational and Research Foundation to enter the Hospital and utilization of the existing services in the Hospital including Apollo Hospitals Educational and Research Foundation having the operational responsibility and do all the needful for the purpose of developing the existing infrastructure to meet the essential/eligibility criteria prescribed under the Medical Council of India Regulations for establishing the Medical College and also utilize the said facilities. In this regard, State hereby permits and

gives license to Apollo Hospitals Educational and Research
For Apollo Hospitals Educational & Research Foundation

Arjun → *VR*

Authorised Signatory 3

Research

Signature
COMMISSIONER

A.P. Vaidya Vidhana Parishad
HYDERABAD

Foundation to avail all the above facilities and State shall not cause any impediment in this regard and shall render all the necessary cooperation to Apollo Hospitals Educational and Research Foundation so as to enable Apollo Hospitals Educational and Research Foundation to effectively impart medical education to the students admitted into the medical college.

6. State agrees for Apollo Hospitals Educational and Research Foundation to have a copy of all patient records (OP & IP) treated during the tenure of this Memorandum of Understanding for its student educational requirements.

7. Hospital is constructed in 6.3 acres land with 2.8 lakhs sq.ft and there is a vacant area of 9.8 acres. In lieu of any monetary consideration to the State, AHERF will provide

- Good ambience has to be created in the existing hospital, by landscaping the vacant areas, improving the elevation of the building and providing drainages and water supply to all the buildings in the hospital.
- The AHERF shall create and strengthen all intensive care units like AMC,CCU,RICU and casualty departments and equip them with state of the art infrastructure and facilities.
- The AHERF shall strengthen the Operation theatres by providing additional equipment and monitoring facilities. The total number of operation theatres shall be increased to meet the requirement of MCI.
- The Apollo Hospitals Educational and Research Foundation shall strengthen the Trauma Care Services by providing additional facilities for Neurosurgery, Intensive Care, critical care and reconstructive surgery, as these facilities are not available at present.
- The Apollo Hospitals Educational and Research Foundation shall provide and maintain the Hemodialysis unit with around 10 machines.
- The Apollo Hospitals Educational and Research Foundation shall strengthen the wards of existing broad specialties like General Surgery, General Medicine, Orthopedics, ENT, Ophthalmology and Obstetrics and Gynecology, by providing good cots, bedside lockers etc.,

8. The Apollo Hospitals Educational and Research Foundation shall provide separate Operation Theatres and Labor Rooms for Obstetrics and Gynecology department.

➤ The Apollo Hospitals Educational and Research Foundation shall strengthen the Diagnostic Services by installing digital x-ray machines, CT Scan, MRI, high end Color Doppler and Mammography Units in a Centralized location. A Central laboratory providing Bio-Medical, Microbiological and Pathological Laboratories, has to be created.

➤ AHERF shall develop a central casualty department with good number of beds and equipment for acute and intensive care.

➤ AHERF shall develop an OPD block accommodating nearly 1500 out patients and having facilities for computerized registration and recording.

➤ The State shall continue to provide existing budget for maintaining the existing staff.

9. The State constituted a committee consisting with one from Dr. NTR UHS representative, Director of Medical Education, Commissioner of Andhra Pradesh Vaidhya Vidhana Parishad, Medical Superintendent, DH, Chittoor and One Representative from Apollo Hospitals Educational and Research Foundation. The committee will monitor the progress of developmental activities of the hospital and functioning of Hospital and eventual conversion of this hospital into a Teaching Hospital. Suitable remedial action will be initiated by the Committee if there are any deviations regarding time line, maintenance of standards of teaching Hospital and delivery of quality of services throughout the lease period. The service problems of all government staff shall be dealt with by the committee.

10. To undertake nursing training programmes by deputing them to Apollo Hospitals Educational and Research Foundation health facilities and improve their skills and strengthening of Nursing services by employing specialist nurses in specialty areas like Neuro, Cardiac, Neonatal, respiratory intensive care and surgical ICU services.

For Apollo Hospitals Educational & Research Foundation

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11. Since all the present Human Resource and infrastructure pertaining to the 320 bedded district Hospital with the specialists in General Medicine, General Surgery, Obstetrics and Gynecology, Pediatrics, Orthopedics, Ophthalmology, ENT, Dental and Anesthesia services with around 1000 outpatients per day and 300 in-patients is already being run by the Government, it is proposed that this may be utilized by the Apollo Health Education and Research Foundation as the functioning 300 bedded hospital for their upcoming Medical college. Additional expenditure towards filling the gaps for fulfilling requirements of Medical Council of India norms, additional civil infrastructure or equipment, staff and all additional expenditures towards consumables, drugs, water, electricity, sanitation, diet and others are to be borne by the Apollo Hospitals Educational and Research Foundation and all services so provided by the hospital should be made available free of cost to the public.
12. For starting a medical college with 150 seats raising it to 200/250 seats, Apollo Hospitals Educational and Research Foundation has to upgrade the existing hospital in a phase wise manner improving the civil structures, equipment and other facilities every year to meet the requirement of Medical Council of India. If Apollo Health and Knowledge City desires to utilize it for Nursing and various Paramedical courses, they have to upgrade the hospital as per the requirements of concerned Councils with their investment.
13. State hereby acknowledges that for the purpose of developing the infrastructure in the Hospital, AHERF shall have to make civil alterations / constructions in and around the Hospital, upgrade the existing laboratory facilities, networking and IT systems, air conditioners in essential areas such as Operation Theaters and Patient recovery units, fire protection, safety systems and ambulance services and such other things so as to satisfy the eligibility criteria for setting up the medical college. In addition to the above, AHERF will construct (a) Administrative Block for Teaching Hospital and also provide equipment / machines as per the MCI norms.
14. After completion of the tenure of this MoU AHERF will leave behind the installed equipment and other infrastructure without expecting any payment on the written-down value of the installed and used equipment in the hospital.

15. This MoU will be in force for a period of (05) five years from the date on which AHERF starts operating the District Head Quarters Hospital, Chittoor, Chittoor District in Andhra Pradesh. However, on consensus, the tenure of the MoU may be extended on the terms and conditions, which would be agreed upon at the time of such extension.
16. This MoU shall continue in effect for a minimum locking period of five years, extendable on mutual consent. The parties shall have the right to terminate this MoU at any time after the locking period of five years by giving a prior written notice of not less than six (6) months to the other party. At the time of termination, the present MoU would stand terminated without liability on either side and as such, AHERF shall not be entitled for any compensation/reimbursement of expenditure for the expenditure incurred by them till such notice.
17. Notwithstanding any differences, which arise under this MoU between State and AHERF, including the interpretation or otherwise of any of the terms and conditions of this MoU, the students, who would be admitted into the proposed medical college established by AHERF and also the teaching and supporting staff, who are required to impart medical education to such students, under any circumstance, shall not be deprived of usage of any facilities in the Hospital so as to meet the requirements under the relevant Act/Rules/Regulations of Medical Council of India or any other Statutory Body.
18. Parties to this MoU shall not assign and/or transfer any or all its rights, obligations and/or interests arising or claimed under or by virtue of this MoU to a third party without obtaining the prior written consent of the other Party.
19. Both Parties recognize that in the course of negotiations and pursuant to this MoU, it has been and will be given access to information that is confidential and / or proprietary to the other Party. Each Party undertakes not to use any such confidential, proprietary, or restricted information for its own purposes without the prior written consent of the other Party either during the course of this MoU or thereafter.

20. No clauses of this MoU shall be deemed to constitute a partnership between the Parties and neither Party shall have any right or authority to bind the other as the other agents or representative and neither Party shall be deemed to be the agent of the other in any way.

21. No amendments and / or modifications to this MoU and no waiver of any terms and / or conditions hereof, shall be valid or binding unless made in writing and duly executed by both the Parties.

22. The proposed Medical College to which the teaching hospital will be attached shall necessarily have to be affiliated to Dr.N.T.R. UHS and function as an affiliated college following all the rules and regulations prescribed by the University. In respect of paramedical and nursing institutions proposed to be attached to this hospital shall also be affiliated to NTRUHS".

The agreement is here with prepared as two original sets for the convenience of both the parties who are entering into the MoU, the contents of which as approved by the government, so as to enable both the parties to have one set each in original.

In witness whereof, the parties hereto through their authorised representatives respectively have executed on this MoU on the date first above written.

For and on behalf of Govt., of A.P India

For and on behalf of AHERF


Commissioner

A.P. Vaidya Vidhana Parishad

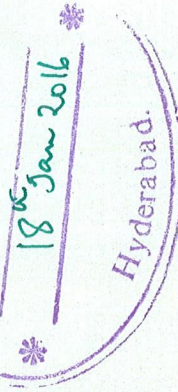
COMMISSIONER
A.P. Vaidya Vidhana Parishad
HYDERABAD

Witness

1. 
[H.S. RADHA KUMARI]
SECRETARY
A.P. Vaidya Vidhana Parishad,
Hyderabad.

2. 
Dr. B. VISAYA LAKSHMI

Deputy Commissioner
A.P. Vaidya Vidhana Parishad
CRRI, Hyderabad.
A.P.V.V.P.


Hyderabad.

For Apollo Hospitals Educational & Research Foundation



Treasurer

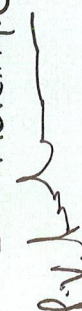
A H E R F

Authorised Signature



Witness

1. 
(C.L.S.N. MURTHY).

2. 
(P.V. SUBBARAO)