MEMORANDUM OF UNDERSTANDING

This Student Affiliation Agreement (the "Agreement") is entered into as on 01/09/2024 by and between **Himalayan University, Jollang, Itanagar – 791111, Arunachal Pradesh** (hereinafter the "University") and **Ramakrishna Mission Hospital, Itanagar, P.O. R.K.M, Hospital, Itanagar – 791113, Arunachal Pradesh** (hereinafter the "Hospital").
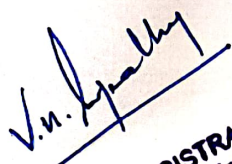
In continuation of the existing MOU dated 01/09/21, which is expiring on 30/8/24, both parties mutually decided to renew the existing MOU as per details given below:

WHEREAS, the University desires to provide supervised clinical or other fieldwork experience and instruction as part of its educational program for its students (the "Students"); and

WHEREAS, the Hospital, in the interest of furthering the educational objectives of the University, desires to make its facilities available to the students for such experience;

NOW THEREFORE, in consideration of the promises, the mutual covenant, agreements and undertakings hereinafter set forth, it is hereby AGREED;

1. **Planning of Educational Program:** The University shall be responsible for the planning, implementation and execution of all educational aspects of the students clinical or other fieldwork experience and instruction, including the requirements for promotion and graduation (the Program").

2. **Philosophy and objectives of the Program:** The University will convey to the Hospital information about the philosophy and objectives of the Program.

3. **Instruction and Supervision:** The Hospital shall plan and implement student assignments, *in consultation with the University in accordance with criteria developed by the University.* The University shall provide Faculty (the "faculty") for tracking student progress and for consultation with the Hospital, as necessary. The faculty shall be solely responsible for assigning a final course grade to the student.

4. **Notice of Program:** The University shall submit to the Hospital at least thirty (30) days prior to commencement of the clinical or fieldwork program a description of:
   a) The types of clinical or fieldwork experiences needed.
   b) The dates during which such experiences will be needed.
   c) Number of students expected to participate in the clinical or fieldwork program.
   d) Names, professional credentials and evidence of current licensure of Faculty who will supervise the students.
   e) The University shall inform the Hospital, as soon as practicable, of any changes in information previously provided to the Hospital regarding the clinical or fieldwork program.

5. **Compliance with the Hospital Rules by Faculty:** The University will instruct its Faculty to comply with all rules and regulations of the Hospital. Upon the Hospital's request, the University agrees to withdraw promptly any member of the faculty who fails to comply.

6. **Compliance with the Hospital Rules by Students:** The University will instruct students to comply with all rules and regulations of the Hospital. Upon the Hospital's request, the University agrees to withdraw promptly any student who fails to comply.

7. **Information disclosure:** The University will instruct students, faculty and University personnel not to disclose any confidential material or information connected with the Hospital or any of its client/clients; and further, the University will ensure that all such information is maintained as confidential. The University shall also enforce compliance by students and faculty with the Hospital policy on confidentiality.

8. **Withdrawal of Students from the Program:** The University shall withdraw any student from the clinical or fieldwork area due to health, performance, or other reasons if such Student's continue participation in the clinical or fieldwork program is detrimental to the student and/or any client of the Hospital. The University agrees to withdraw any student from the clinical or fieldwork program immediately upon the request of the Hospital.

9. **Clinical or Fieldwork Experience:** The Hospital will accept, in mutually agreed upon terms, students from the University for clinical or fieldwork experience. The Hospital shall provide the opportunity for qualified students to perform clinical work or fieldwork under the supervision of faculty provided by the University in accordance with the terms of this Agreement. The Hospital shall not be responsible for the supervision, instruction, grading or education of the students but, at all times, shall retain authority and responsibility for the delivery of client care.

10. **Equipment and use of Facilities:** The Hospital shall provide:

    a) Equipment and supplies necessary for the administration of care by the students.
    b) Space for discussion connected with the students clinical instruction.

11. **Orientation for faculty and Students:** The Hospital shall provide orientation for faculty regarding relevant Hospital information, including policies, procedures and rules with which faculty and students must comply. The University shall provide such orientation to students.

12. **Emergency Medical Care:** The Hospital shall provide emergency medical care to students and/or faculty who become ill or who are injured while in the hospital during clinical assignment. The cost of such care shall be the responsibility of the individual receiving it.

13. **Immunizations and Physical Fitness:** The University shall provide the Hospital with evidence that students and faculty meet the Hospital requirements for immunization, which requirements include rubella, history of measles or blood titer, annual PPD test, history of chicken pox or blood titer and tetanus booster within ten (10) years. In addition, students and faculty must have received the hepatitis B vaccine or provide a written statement of refusal as required by the Hospital policy. The University will provide the Hospital with evidence that students have completed a satisfactory physical examination.

14. **Evaluations:** Appropriate Hospital personnel shall meet at least once each year with the University's Program Department Head for the purpose of evaluating the educational program.

15. **Term and Termination of Agreement:** The agreement shall be effective as of the date first written above and shall continue in effect for five (5) years. Thereafter, this agreement may be renewed for successive one-year term by the mutual written consent of the parties. Either party may terminate this agreement at any point of time without citing cause by giving Six (6) month written notice to the other party.

16. **Students and Faculty Not Employees or Agents:** Both the University and the Hospital acknowledges that neither students nor faculty are to be considered employees or agents of the Hospital.

17. **Governing Law:** The validity, construction, performance and effect of this agreement shall be governed by the Ramakrishna Mission Hospital.

18. **Entire Agreement and Amendment:** This Agreement is the entire agreement between the parties and supersedes and rescinds all prior agreements relating to the subject matter hereof. This agreement may be amended only in writing signed by both parties.

19. **Notices:** Any notice required to be given pursuant to the terms of this agreement shall be in writing and shall be sent to the Hospital or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

20. **Prohibition against Assignment:** Either parties, without the prior written consent of the other party, may not assign this agreement.

Effective Date and Signature

This MoU shall be effective upon the signature of authorized officials from Himalayan University and Ramakrishna Mission Hospital. It shall be in force from 01/09/2024.

Hospital:

Signature: _Swanan_

Name: _Swami Vedacarananand_

Title: _Secretary_

Date: _2nd July - 24_

University:

Signature: _V.N.Tripathi_

Name: _Vijay Kumar Tripathi_

Title: _Registrar._

Date: _2nd july - 24_

REGISTRAR
Himalayan University (A.P)
Itanagar (A.P)

Witness:

Name: _Santosh Kr. Borman_

Title: _Clinical Engineer_

Signature: _Slan_

Date: _2nd July 2024_

Witness:

Name: _Kido Bagra_

Title: _Dy. Registrar (HA)/PRO_

Signature: _____

Date: _3rd July 2024_