

આણંદ કૃષિ યુનિવર્સિટી

આણંદ

ભાઈકાકા યુનિવર્સિટી (ચારૂતર આરોગ્ય મંડળ),
કરમસદ સાથે આણંદ કૃષિ યુનિવર્સિટી, આણંદના
હેલ્થ સેન્ટરના Memorandum of Understanding
(MoU) બાબત.

વંચાણે લીધો : તા.૨૭/૭/૨૦૨૩ ના રોજ યાજ્ઞવલ્ક્ય હોલ, યુનિવર્સિટી ભવન, આણંદ કૃષિ યુનિવર્સિટી,
આણંદ ખાતે મળેલ નિયામક મંડળની ૫૮મી બેઠકની કાર્યનોંધના મુદ્દા નં. ૫૮.૨૨

-: જા હે ર ના મું :-

આથી સંબંધકર્તા સર્વેને જાણ માટે જાહેર કરવામાં આવે છે કે, તા.૨૭/૭/૨૦૨૩ ના રોજ
યાજ્ઞવલ્ક્ય હોલ, યુનિવર્સિટી ભવન, આણંદ કૃષિ યુનિવર્સિટી, આણંદ ખાતે મળેલ નિયામક મંડળની
૫૮મી બેઠકની કાર્યનોંધના મુદ્દા નં. ૫૮.૨૨ થી નીચે મુજબ ઠરાવવામાં આવ્યું.

"આથી ઠરાવવામાં આવે છે કે, ભાઈકાકા યુનિવર્સિટી (ચારૂતર આરોગ્ય મંડળ), કરમસદ સાથે
આણંદ કૃષિ યુનિવર્સિટી, આણંદના હેલ્થ સેન્ટરનું Memorandum of Understanding (MoU) સામેલ
'APPENDIX' મુજબનું નિયામક મંડળ મંજૂર કરે છે."

સામેલ:- 'APPENDIX'

જા.નં.આકૃયુ/વિક/હે.સે/MoU/ ૫૭૧/૨૦૨૩

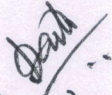
તા. ૫/૮/૨૦૨૩

નકલ સવિનય રવાના:

૧. માન.કુલપતિશ્રીના રહસ્યશ્રી, આણંદ કૃષિ યુનિવર્સિટી, આણંદ
૨. નિયામક મંડળના સર્વે સભ્યશ્રીઓ તરફ જાણ સારૂ.
૩. વિધાપરિષદના સર્વે સભ્યશ્રીઓ તરફ જાણ સારૂ.
૪. યુનિવર્સિટીના તમામ અધિકારીશ્રીઓ તરફ જાણ સારૂ.
૫. તમામ યુનિટ/સબ યુનિટ અધિકારીશ્રીઓ તરફ જાણ સારૂ.
૬. પ્રો. વોસ્ટ, ભાઈકાકા યુનિવર્સિટી (ચારૂતર આરોગ્ય મંડળ), કરમસદ તરફ જાણ તથા અમલ થવા
સારૂ.

નકલ રવાના:

૧. કુલસચિવશ્રીના અંગત મદદનીશ, આણંદ કૃષિ યુનિવર્સિટી, આણંદ
૨. એકેડેમીક/બોર્ડ શાખા તરફ (કુલસચિવશ્રી, આકૃયુ, આણંદ) (૨૦ નકલો)
૩. સિલેક્ટ ફાઈલ/જાહેરનામા ફાઈલ


(ડી.એચ.પટેલ)
નિયામક
વિદ્યાર્થી કલ્યાણ

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APPENDIX

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) made on day of **01/07/2023** at Anand, Dist. Anand, Gujarat by and between Anand Agricultural University, Anand, Dist. Anand, Gujarat, herein after referred to as AAU represented by **Shri R. H. Gondalia, Comptroller, AAU** and Bhaikaka University (BU) run by Charutar Arogya Mandal, a registered Public Charitable Trust which runs the various institutions in the field of health care, medical research and medical education, having registered office at HM Patel Center for Medical Care and Education at Karamsad Dist. Anand, Gujarat represented by **Dr. Utpala Kharod, Provost, Bhaikaka University, Karamsad** (herein after referred to as BU).

Upon mutual agreement, both the parties have decided to enter into an agreement as below.

Now, therefore, the terms and conditions of the agreement have been discussed and finalized and are duly recorded herein under:

Responsibilities of the AAU:

(1) That the AAU will pay Rs. 17,50,000/- per year and 10 % increase every next year i.e., Rs. 1,75,000/- mentioned in below table to the BU towards the remuneration/cost/expenses etc. incurred by the BU for running of the said center.

Sr. No	Years	Amount
1	2023-2024	17,50,000
2	2024-2025	19,25,000
3	2025-2026	21,00,000
4	2026-2027	22,75,000
5	2027-2028	24,50,000

(2) The AAU would pay the BU (over and above the payment mentioned in para (1) the cost of drugs prescribed by the Medical Officer and dispensed from the designated pharmacy run by BU on raising a bill by the BU on a monthly basis. Similarly, the AAU will pay the BU the cost of investigations ordered by the Medical Officer and done in the laboratory facilities run by BU at Karamsad depending on the availability of such services. In case of investigation and/or hospitalization at Shree Krishna Hospital on referral by the Medical Officer, the cost of treatment will be borne by the patient as per the rules of AAU. The cost of consumables provided by BU for the laboratory run by the AAU at the Health center would be reimbursed by AAU.

COMPTROLLER
AAU, ANAND

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PROVOST
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KARAMSAD

01/07/23

(3) That the AAU will continue to pay the salary of the existing staff of the AAU posted at Health Center. It is specifically agreed that these employees remain in the employment of AAU and AAU shall be responsible to fulfill all the obligations under various enactments. At present, five posts namely Medical Officer (MBBS), Physiotherapist, Pharmacist, Office Assistant and Staff Nurse are filled by the BU. The salary of the said posts will be borne by the BU. If any additional post is required to be filled up for smooth functioning of the said center the BU and AAU will mutually take decision on it and the AAU will bear the salary expenditures of the post.

(4) That the AAU or its employee working in the center shall not at any time claim any benefit of employment, lien on employment or permanency of employment with the BU by the virtue of having worked as per this MoU.

(5) The income generated for the consultation services/medical examination provided by the health professionals of the BU, money collected as fee/procedures for physiotherapy and the health check fee received from the students would be obtained by the AAU and would be used for the development of the center. However, no case fee will be collected from the staff, family, students, pensioners and farm labourers of the AAU. The charges for the health care services like physiotherapy etc. will be decided and revised by mutual agreement with both parties.

(6) That the AAU will make payment of the electricity charges and telephone bill used for the said center.

Responsibilities of the BU:

(1) That the BU shall manage the said center from the fund provided by the AAU (Para - 1 Responsibilities of the AAU) and not claim any more funds for running the said premises in case of deficit.

(2) That the Medical Officer (MBBS) appointed by BU will offer good quality primary level curative health care at the center and refer patients requiring higher level care that cannot be managed at the center, to Shree Krishna Hospital, Karamsad which is a tertiary care hospital with modern facilities managed by the BU.

(3) It is clearly understood that the BU is only undertaking to manage the health center of the AAU and BU shall not have any claim on any assets and properties of the AAU.

Others:

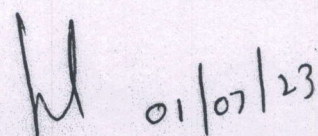
(1) All decisions for effective administration and development of the center will be taken by a committee consisting of following members.

- (1) Vice Chancellor - Chairman
- (2) Registrar - Member
- (3) Comptroller - Member
- (4) Representative of Bhaikaka University - Member
- (5) Representative of Bhaikaka University - Member
- (6) Medical Officer - Member
- (7) Director of Students' Welfare - Member Secretary

(2) That the BU will modify or add services available at the center considering the needs of the AAU.


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(3) That the BU will allow continuing the present facility for availability of other line of therapy i.e. Homeopathy and Ayurveda for the benefit of AAU staff, family, students, pensioners and farm labourers provided that such facility does not interfere directly or indirectly with the services provided by BU.

(4) The Medical Officer will provide outpatient services at the center on fixed hours as mutually agreed between BU and AAU. A rent-free accommodation for the Medical Officer will be provided by the AAU. While residing on campus, it is expected that the Medical Officer will provide emergency services as far as possible.

(5) Both the parties have agreed that the purpose of this MOU is to develop the health center in a manner that the needy people can get good quality and easily accessible health services.

(6) The Head of the Extension Programme Department, Bhaikaka University shall be assigned the responsibilities to function as a co-coordinator between the AAU Health Center and the BU for the day-to-day functioning of the center.

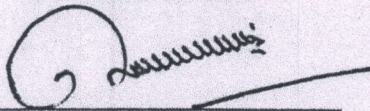
(7) Any dispute or questions in connection with this agreement or the rights and liabilities under these, arising between the parties hereto and whether during or after the subsistence of this agreement shall be referred to the arbitration of a sole Arbitrator to be appointed by both parties in accordance with the provisions of the Indian Arbitration and Conciliations Act, 1961 or any statutory modification or re-enhancement thereof for the time being in force.

Period of Contract:

This MoU shall remain valid initially for a period of 05 years from the date of this MOU and may be extended for a further period if both parties are in agreement to do so. Notwithstanding the above, either party shall be entitled to terminate this Agreement by giving three (3) months written notice to the other party.

After signing this MoU by both parties, it will come in effect immediately and all the earlier MoU/Agreement on this regard will be supersede.

On behalf of AAU

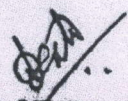


(R. H. Gondalia)
Comptroller
COMPTROLLER
AAU, ANAND

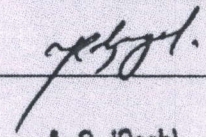
Date:

Place: Anand

Witnesses: 1.

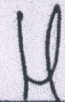

DIRECTOR, STUDENTS WELFARE
ANAND AGRICULTURAL UNIVERSITY
ANAND-388110 (Gujarat)

2.


A. O. (Cash)
A. A. U. Anand

On behalf of Bhaikaka University


PROVOST
BHAIKAKA UNIVERSITY
KARAMSAD


(Dr. Utpala Kharod)

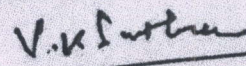
Provost

01/07/23

1.


T. A. Manavalan
General Manager (Hosp. Admn.)
Shree Krishna Hospital
Karamsad - 388 325

2.


V. K. Sathya

Shree Krishna Hospital
Counselor