

આણંદ કૃષિ યુનિવર્સિટી
આણંદ

વંચાણે લીધો: તા.૧૦-૪-૨૦૧૮ ના રોજ રાજ્ય કૃષિ યુનિવર્સિટી પરિષદ, કૃષિ ભવન, પોડીયમ લેવલ,
સેક્ટર-૧૦/એ, ગાંધીનગર ખાતે મળેલ નિયામક મંડળની ૪૭મી બેઠકની કાર્યનોંધના મુદ્દા
નં.૪૭.૨૯

—: જા હે ર ના મું :-

આથી સંબંધકર્તા સર્વેને જાણ માટે જાહેર કરવામાં આવે છે કે, તા.૧૦-૪-૨૦૧૮ ના રોજ રાજ્ય કૃષિ
યુનિવર્સિટી પરિષદ, કૃષિ ભવન, પોડીયમ લેવલ, સેક્ટર-૧૦/એ, ગાંધીનગર ખાતે મળેલ નિયામક મંડળની
૪૭મી બેઠકની કાર્યનોંધના મુદ્દા નં. નં.૪૭.૨૯ થી નીચે મુજબ ઠરાવવામાં આવ્યું.

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

જા.નં.આકૃયુ/વિક/MoU/ ૨૪૫-૭૫ /૨૦૧૮
તા.૨-૫-૨૦૧૮

(એસ.એચ.અકબરી)
નિયામક
વિદ્યાર્થી કલ્યાણ

સામેલ : APPENDIX

નકલ સવિનય રવાના :-

૧. નિયામક મંડળના સર્વે સભ્યશ્રીઓ તરફ જાણ સારૂ.
૨. વિદ્યાપરિષદના સર્વે સભ્યશ્રીઓ તરફ જાણ સારૂ.
૩. યુનિવર્સિટીના તમામ અધિકારીશ્રીઓ તરફ જાણ સારૂ.
૪. તમામ યુનિટ/સબ યુનિટ અધિકારીશ્રીઓ તરફ જાણ સારૂ.

નકલ રવાના :

૧. માન. કુલપતિશ્રીના રહસ્ય સચિવશ્રી, આણંદ કૃષિ યુનિવર્સિટી, આણંદ
૨. કુલસચિવશ્રીના અંગત મદદનીશ, આણંદ કૃષિ યુનિવર્સિટી, આણંદ
૩. એકેડેમીક / બોર્ડ શાખા તરફ (કુલસચિવશ્રી, આકૃયુ, આણંદ) (વધારાની ૧૦ નકલો)
૪. પરીક્ષા શાખા (કુલસચિવશ્રી, આકૃયુ, આણંદ) તરફ (૫ નકલો)
૫. સિલેક્ટ ફાઈલ / જાહેરનામા ફાઈલ.

APPENDIX

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MOU) made on day of ___/___/2018 at Karamsad, Dist. Anand, Gujarat by and between 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 **Shri Sandeep Desai, Chief Executive Officer of the Charutar Arogya Mandal, Karamsad** (herein after referred as CAM) and Anand Agricultural University, Anand, Dist. Anand, Gujarat, herein after referred to as AAU represented by **Shri R. H. Gondalia, Comptroller, AAU**.

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. 10 lakhs per year and increasing Rs. 50 thousand every year mention below chart to the CAM towards the cost/ expenses incurred by the CAM for running of the said center which also include the remuneration of Pharmacist and Physiotherapist.

Sr. No	Years	Amount
1	2018-2019	10.0 Lakhs
2	2019-2020	10.5 Lakhs
3	2020-2021	11.0 Lakhs
4	2021-2022	11.5 Lakhs
5	2022-2023	12.0 Lakhs

- 2) The AAU would pay the CAM (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 CAM on raising a bill by the CAM on a monthly basis. Similarly, the AAU will pay the CAM the cost of investigations ordered by the Medical Officer and done in the laboratory facilities run by CAM 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 CAM for the laboratory run by the AAU at the Health center would be re-reimbursed by AAU.
- 3) That the AAU will continue to pay the salary of the existing staff of the AAU retained by the CAM. 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, three posts namely Medical Officer, Office Assistant and Para Medical Assistant are filled by the CAM. Also, from the effect of MoU, Pharmacist and Physiotherapist posts will be filled up. The salary of the said posts will be borne by the CAM. If any additional post is required to be filled up for smooth functioning of the said center the CAM and AAU will mutually take decision on it and the AAU will bear the salary expences 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 CAM 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 CAM 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, dental consultations & procedure 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 CAM:

- 1) That the CAM shall manage the said center from the fund provided by the AAU (Para – 1 Responsibility of the AAU) and not claim any more funds for running the said premises in case of deficit.
- 2) That the Medical Officer appointed by CAM 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 CAM.
- 3) It is clearly understood that the CAM is only undertaking to manage the health center of the AAU and CAM shall not have any claim on any assets and properties of the AAU.
- 4) That the CAM will help in basic maintenance of the garden present in the AAU health center.

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) Director of Students' Welfare- Member
 - 3) Registrar- Member
 - 4) Comptroller-Member
 - 5) Representative of Charutar Arogya Mandal-Member
 - 6) Representative of Charutar Arogya Mandal-Member
 - 7) Medical Officer – Member Secretary
- 2) That the CAM will modify or add services available at the center considering the needs of the AAU.
- 3) That the CAM will allow continuing the present facility for availability of other line of therapy i.e. Homeopathy and Ayurveda for the benefit of AAU staff, students and farm labourers provided that such facility does not interfere directly or indirectly with the services provided by CAM.

- 4) The Medical Officer will provide outpatient services at the center on fixed hours as mutually agreed between CAM 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 M.O will provide emergency services as and when required.
- 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, Charutar Arogya Mandal shall be assigned the responsibilities to function as a co-coordinator between the AAU Health Center and the CAM 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 be come in effect immediately and all the earlier MoU/Agreement on this regard will be supersede.

On behalf of AAU

On behalf of Charutar Arogya Mandal

(R. H. Gondalia)
Comptroller

(Sandeep Desai)
Chief Executive Officer

Date :
Place: Karamsad

Witnesses: 1. _____

1. _____

2. _____

2. _____

Sandeep Desai