

PARUL UNIVERSITY

R/Notification-741/2021-22

Office of the Registrar
October 12, 2021

NOTIFICATION

Sub:- Policy on supporting establishment of clinic/ healthcare facilities by students of ayurved and homoeopathy

Ref: Orders of the President

The policy on providing financial and other requisite support to students of ayurved and homoeopathy who are desirous of setting up their own clinics/ healthcare facilities has been developed by the university. The policy document is enclosed in the Annexure-A.

Deans of Faculties of Ayurved and Homoeopathy and Principals/ HOIs of AYUSH Colleges are requested to bring this information to the notice of the concerned students in their respective colleges.

The copy of the draft agreement is also enclosed in the Annexure-B.

By Order


Registrar

To,

- 1) Dean, Faculty of Homoeopathy/ Ayurved
- 2) Principal, JNHMC/ AHMC/ RHMC/ PIA/ PIAR/ PIHR
- 3) CEO, EDC

Submitted to,

- 1) The President
- 2) The Vice President
- 3) Dr.Parul Patel, Member, Governing Body and Chairperson, Admissions Committee
- 4) Dr.Geetika Madan Patel, Member, Governing Body and Medical Director, Parul University
- 5) Dr.Komal Patel, Member, Governing Body and Director
- 6) The Provost
- 7) The Pro Vice Chancellor

ANNEXURE-A



Support Policy for Clinic - Healthcare Facility Establishment (Ayurveda&Homeopathy)

Preamble

Parul University has started a new initiative exclusively catering to the opportunities prevalent in Ayurveda & Homeopath sector. This policy consists the frame work by keeping in mind the opportunities associated with this branch to create sustainable ventures. Also, at same time it is focusing to meet the healthcare needs for destitute populations of distant places. It provides a long-term professional settlement opportunity for its students who are disciplined and deserving but at same time needs support (mentoring, funding) mainly, thus to bring out the right marriage between all the stake holders this new incentive is put forward.

Resolution

In view of the strategy, approach, specified incentives, Parul university is pleased to introduce a "Support for setting up OPD Healthcare facility (for Ayurveda & Homeopathy Students)" which will come into force from the date of issuance of this note and will remain in operation till the provision from Management.

About the Programme:

The health care venture support program by Parul University, offers a wide range of opportunities for students of Parul University exclusively under Ayurveda and Homeopathy institutions. This program offers an exclusive opportunity to students of Ayurveda and homeopath to establish their practicing units (clinic) in their own regions. Further this will enhance their working experience along with livelihood and catering to societal needs.

Eligibility Criteria & Conditions

- Student must have completed their studies at Ayurveda and Homeopathy intuitions affiliated to Parul University and must be eligible for medical practice.
- Student must be academically good student with hard working capability.
- Must practice highest level of integrity and transparency in his all dealings.
- Must possess self-starter attitude.

- Must full fill all the statutory requirement, guidelines given by concern authorities.
- Must provide details whenever asked by University authority and he/she should visit every quarter for discussion of planning, progress review, and revenue.
- He/she must implement or follow the system and procedure guideline as per directions of the Committee appointed by Parul University.
- It is preferred that a student plans to setup a OPD facility in Tier-2, Tier-3 or a remote area where there is need.

Assistance Available for Eligible Students:

Assistance under the Policy shall be available for eligible Students as follows,

- Selected students will be provided 3 days training on (self-marketing&branding, understanding & utilizing digital media, strategic business planning).
- University will provide Capital assistance ranging between 50% to 100% Investment for setting up clinic as per the recommendation by the University Level Scrutiny Committee.
- Capital assistance can be utilised to coverup expenses towards, furniture, essential IT facility (computer and CCTV), basic essential medical equipment's/instruments.
- University will support up 50% Contribution in Clinic Rent/Lease for first Year.
- University will extend support of interior/exterior design through its team.
- University will provide a 03 Months Credit Period to the Supported Clinics for buying medicines from Parul Pharmaceuticals Pvt Ltd.
- Supported Clinic will be supported by one medical check-up camp in a quarter through ParulSevashram Hospital/Parul Ayurveda Hospital.
- As and when required University will also provide a skilled student intern support for specific period to the clinic. As per the feasibility of geographical location.
- Branding and Digital Marketing Support, with the dedicated strategic inputs for effective execution and reaching to the right target mass.
- Specialist support at Clinic. Weekly Visits of Specialized doctor can be planned as per geographical location and work done by doctor.
- Incentive on reference provided to by the ParulSevashram Hospital as per their guidelines.
- Permission to use the University/Hospital Brand name for trust building amongst patient like (supported by ParulSevashram Hospital / ParulAyurved Hospital)

Deliverables from the Supported Clinic:

- Every selected student has to do minimum 1-month self-marketing in their own selected location for establishment base formation.

- Supported Clinic will work as a collaborator for all specialities, and refer to PSH and will be liable to provide Minimum 10 Reference every month to ParulSevashram Hospital.
- Supported Clinic will have to give commitment of minimum 5 years of operation.
- Clinic will be designated as "Supported or Powered by Parul University/ParulSevashramHospital/Parul Ayurveda Hospital"
- Supported Clinic will be liable to procure medicines from the Parul Pharmaceuticals Pvt Ltd or Pharmacy associated with Parul Ayurveda Hospital/ParulSevashram Hospital.
- Supported clinic have to share their revenue as per the following terms,

Revenue sharing terms:

Year	Percentage revenue sharing to PU (Capital assistance up to 50%)	Percentage revenue sharing to PU (Capital assistance up to 100%)
1 st	15%	25%
2 nd	15%	25%
3 rd	15%	25%
4 th	20%	30%
5 th	20%	30%

Application Process:

- University will call the applications from the eligible students once in a year.
- University will appoint the Committee to scrutinize and shortlist the applications for final presentation and interaction.
- Shortlisted candidates will have to make a brief presentation and explain their plans to the Committee.
- After reviewing the applications and understanding the plans from all the candidates, the committee will finally select and announce the list of students to whom the benefit under this scheme will be provided.
- Preference will be given to students planning to setup OPD/Health clinics in Tier 2 & Tier-3 Cities, towns, taluka, districts of Gujarat and nearby state border areas of Gujarat.

University Level Scrutiny Committee

For approval of the assistance to Healthcare units, the University Level Scrutiny Committee shall comprise of the following members:

- I. Medical Director – Chairperson
- II. Dean/Principle of Faculty of Ayurveda - Member
- III. Dean/Principle of Faculty of Homeopathy – Member
- IV. Expert Nominated by Medical Director- Member
- V. Person Nominated by Medical Director – Member Secretary

Interpretation

Any interpretation or clarification under the scheme will be decided by the Parul University and decision thereof would be final and binding to all.

ANNEXURE-B

AGREEMENT

This agreement is hereby executed on this Day of September, 2021 at

Between

Parul University, established under the Gujarat Private University Act 2009, on 26th March 2015, having address at Post Limda, Taluka Waghodia, Dist Vadodara – 391760 Gujarat State India. Herein after referred to as Party of First Part) through its authorized signatory Shri. Designation

And

Name of the student (Herein referred as to “Party of the Second Part”)

.....

The Party of the First Part has started a new initiative catering to the opportunities prevalent in Ayurveda and Homeopath Sector for its students who have passed out from the institutes run by the party of the first part. Keeping in mind the opportunities associated with Ayurveda and Homeopathy to cater substantial venture. The main aim of the party of the first part is to meet the healthcare needs for the needy population of distant places.

The party of the first part intends to provide a long term professional settlement opportunity to its students, especially those students who need support in the form of Mentoring and Funding. To take ahead this mission the party of the first part has introduced a scheme “Support for setting up OPD Healthcare facility (for Ayurveda / Homeopath Students)”

The party of the second part has expressed its willingness for seeking support and guidance for setting up OPD Healthcare facility at region and have approached the party of the first part through the University level scrutiny Committee. The Committee has shortlisted the applications received by it final year and has chose the party of second part as one of the passing out student to avail the benefit under the scheme.

Now, therefore, in consideration of the foregoing premises, the parties agree and covenant to be bound by the terms set forth in this agreement as follows:

1. That the party of the first part i.e., Parul University shall setup an OPD Healthcare clinic for the party of the second part i.e., *Name of student* in order to support the party of the second part for establishing OPD healthcare clinic in *name of region* with the main aim to cater the healthcare needs of *name of region Locality*.
2. That the Party of the second part shall from time to time implement and follow the procedural guidelines as prescribed by university level scrutiny committee appointed by the Party of the First Part.
3. That the party of the second part shall provide all such details as and whenever being required by the party of the first part. The party of the second part shall quarterly visit

the party of the first part at their premises for discussions pertaining to planning, progress review and revenue also to provide all the details and documents required by the party of the first part from time to time.

4. The party of the first part shall provide the following aids and assistances to the party of the second part which are as follows:
 - Training.
 - Capital assistance with maximum limit of three lakhs and with maximum limit of one lakh in rent allowance.
 - 50% contribution in clinic rent/lease for first year
 - Support of interior/exterior design through its team
 - Three months credit period for buying medicines from Parul Pharmaceuticals Private Limited
 - One medical check-up camp in a quarter through ParulSevashram Hospital/ Parul Ayurveda Hospital
 - Skilled student intern support, Branding and Digital Marketing support, specialist support for specified period to the clinic.
 - Incentives on providing references of ParulSevashram Hospital as per their guidelines.
5. That the party of the second part shall work as a collaborator in all specialties to provide minimum of 10 references every month to ParulSevashramHospital,also to carry out minimum one month self-marketing in *name of region* and shall procure all the available medicines from Parul Pharmaceuticals Private Limited or from any of the pharmacy exclusively associated with Parul Ayurveda Hospital/ParulSevashram Hospital.
6. That the party of the second part shall designate the OPD healthcare clinic as "Supported or powered by Parul University, ParulSevashram Hospital or Parul Ayurveda Hospital" as may be decided by the party of the first part from time to time.
7. The party of the Second part shall implement and follow the systems and procedural guidelines of the OPD as per the directions provided from time to time Committee appointed by Party of the First part.
8. The Party of the second part hereby undertakes that it shall be the responsibility of the party of the second part to comply with all the rules and regulation by the concerned regulators including Municipal Corporation, Health Department, State Government, Concerned Medical authority etc. and comply with their guidelines from time to time. In case of any negligence or default being done in the compliances knowingly or unknowingly for the same only and only the party of the second part shall be held responsible and will fully and for the same. In case of any loss suffered by the party of the first part due to the non compliance done by the party of the second part the party of the second part shall indemnify the party of the first part for the losses that may have caused.

9. **Duration:** This agreement shall be initially valid for a period of 5 years from the date of its execution and shall be renewed subject to the satisfactory fulfilling the terms of the agreement and mutual consent of the parties thereafter.
10. **Intellectual Property Rights:** That the party of the first part shall exclusively have all the right to use and retain all forms of its intellectual property rights developed either before or after the execution of this agreement. That all rights in any work of invention created by the party of the second part during the course of this agreement with the party of the first part shall solely vest and be considered as the intellectual property of the party of the first part including any patent, trademark, copyright, trade secret, or any other intellectual property right. That the party of the first part only confers the permission to the party of the second part for using its brand name/trademark with mere purpose of building trust amongst patients. That the party of the second part shall not have any right to assign or license any of the intellectual property belonging to the party of the first part. The party of the second part shall refrain from using any intellectual property of the party of the first part after the expiry / termination of this agreement.
11. **Termination:** In case of any mis-conduct, negligence and absence in non-compliance of any of the procedures, guidelines or directions as issued by the university level scrutiny committee appointed by the party of the first part and / or any statutory body, the agreement shall be terminated by the party of the first part without any prior notice.

Either of the party to this agreement shall terminate the agreement by serving three months prior notice.

In case of such premature termination, the party of the second part shall pay the balance amount of the capital expenditure and other dues as may be decided and calculated by the University Level Scrutiny Committee. The Decision of the University Level Scrutiny Committee shall be final and binding on both the party.

12. **Confidentiality:** That the party of the second part undertakes not to send or disclose any confidential information pertaining to prospective patients visiting the clinic without the express consent of party of the first part. That the party of the second part also agrees not to send any confidential information pertaining to the party of the first part through any electronic means and media; whether directly or indirectly. That the party of the second part undertakes onerous responsibility not to disclose any data or information obtained from meetings, discussions, telephonic calls and video-conferences etc.
13. **Arbitration:** Any dispute or differences whatsoever arising between the parties out of this agreement shall be referred to and settled by arbitration at any place within the exclusive jurisdiction of Gujarat and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.
14. **Force Majeure:** Neither party shall be liable for any breach or non-observance of any term or condition of this agreement on account of force majeure which shall mean and include any natural calamity, acts of government and any other similar arising circumstances which are beyond the control of either of the party to this agreement.

15. That the party of the second part agrees not to solicit any of the patients visiting the OPD healthcare clinic or competitors of the party of the first part during and even after the discharge/termination of this agreement.

16. That the policy for setting up OPD Healthcare facility (Ayurveda and Homeopathy) along with the chart of tentative capital requirement and revenue sharing has been attached herewith as **Annexure A**.

17. That in case of breach of any of the clauses mentioned above by either of the parties to this agreement, the party breaching any of the clauses mentioned above hereby undertakes to be solely responsible for the consequences arising thereof.

In witness thereof, the parties have duly signed and executed this agreement on the date above written and in the presence of the following witnesses.

First Party _____ Second Party

Witnesses:

1. _____

2. _____