भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2022 ◑

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अ.क्र. 1707 कोणासाठी MGM School of Physiotherapy

दिनांक 28 JUL 2023

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हस्ते वैजनाथ बो. शिंदे

एस.डी.जोशी (चोबे)
शासकीय मुद्रांक र.नं.3101047
सेजन हिल्स कॉलनी, प्लॉट नं. 60
जालना रोड, औरंगाबाद.

13 JUL 2023

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## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU") is entered into this Day 31st July,2023.

Between

**MGM SCHOOL OF PHYSIOTHERAPY** having its registered office at MGM Campus N-6 Cidco, Aurangabad Pin.431005 India, represented by_____ here in after referred to as **MGMSOP** which is a well- known and reputed institute conducting health/medical education and engaged in research activities, which expression shall unless repugnant to context in which it is used, includes his successor in office and assigns) of the **FIRST PART**

And

**Dharma Foundation of India** with its Registered Office at New Delhi (hereinafter referred as **"DFI"**);
(Through **Dr. Alaknanda Banerjee**) the duly authorised representative and signatory **OF THE SECOND PART**

**MGMSOP and DFI** may hereinafter be referred to individually as "*Party*" and collectively as "*Parties*".

**WHEREAS:**
MGMSOP which is a deemed- to- be university established u/s 3 of the UGC Act 1956. (MGM School of Physiotherapy), a constituent unit of MGMIHS, Navi Mumbai is a well-known and reputed institute conducting Physiotherapy education and engaged in research activities

**AND WHERE AS DFI** is a non-profit organization established as a charitable trust based at New Delhi. It caters to the health, social and recreation needs & opportunities for aged people.

**AND WHEREAS** now **MGMSOP** and **DFI** wish to enter into an agreement for the purpose of providing a mutually beneficial arrangement for the purpose of updating, enhancing and further developing, on a mutual basis, the standard of healthcare education, research and Physiotherapy practice and promoting the exchange of information and provision of training and development in healthcare education & research.

This may include but not limited to acceptance of students for practical attachment, sharing of training material, faculty, development and running of specialized courses, collaboration in areas of research, training & industrial design and conducting clinical evaluation, study trials, CMEs, protocols and data analysis.

For each specific activity the financial and other deliverables will be jointly worked out and formalized through separate agreement as the case may be.

**THE PARTIES AGREE as follows:**

## ARTICLE I
## COLLABORATION

The Parties will collaborate in the manner described in the Schedule ("Collaboration").

## ARTICLE II
## COSTS OF COLLABORATION

No party shall be held liable, by the other party, for any of the cost incurred during the collaboration.

## ARTICLE III
## NON-BINDING NATURE OF MOU

Notwithstanding anything contained in this MOU, including the Schedule, to the contrary, the Parties agree that save for the provisions of this Article III (Non-Binding Nature of MOU) and Article II (Costs of Collaboration), V (Confidentiality & Proprietary Branding) and VI (Governing Law), this MOU has no legal or binding effect.

This MOU does not create any legal obligation to enter into any form of collaboration between the Parties and shall not be deemed to be an exclusive arrangement for either Party.

Not with standing anything hereinabove both the parties may mutually agree for further collaborations on more areas of Medical Education & research as per the terms and conditions to be entered through a detailed written agreement.

*Term of MOU:* This MOU shall remain in force for a period of 5 yrs from the effective date.

*Effective date:* Shall mean the date of signing of this agreement by both parties.

## ARTICLE IV
## ASSISTANCE, COOPERATION AND GOOD FAITH OF THE PARTIES

The Parties acknowledge that the attainment of the objectives of this MOU is dependent upon the joint efforts of both parties through mutual trust and confidence and conducted in good faith. In this regard, the Parties shall endeavor to make available to the other such assistance as may be reasonably necessary, as they mutually determine, to attain the objectives.

## ARTICLE V
## CONFIDENTIALITY & PROPRIETARY BRANDING

A Party in receipt of Confidential Information from the other Party must not use or disclose the other Party's Confidential Information without that other Party's prior consent.

Neither Party may make any public announcement in relation to this MOU without first obtaining the approval of the other Party. Confidential Information means (i) the subject and terms of this MOU and (ii) all information (in whatever form) disclosed by one Party to the other, whether before or after the date of this MOU but excludes information which (a) is or becomes public knowledge other than through a breach of this MOU (b) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure or (c) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential.

Each Party shall not use any name, logo, trade name, trademark, service mark or other symbol associated with the other Party without the prior consent of the other Party.

## ARTICLE VI
## AMENDMENTS & TERMINATION

*Amendments* - This MOU may be modified or amended in writing with the express written consent of both parties.

*Termination* – The parties have the option to withdraw from any or all other areas of cooperation covered by this MOU by giving a notice of not less than 10 days in writing to other party informing the cause(s) for termination. However the provisions of confidentiality shall bind both parties.

**IN WITNESS WHEREOF**, the parties hereby affix their signatures on the date and place mentioned above.

Signed by )

Name: DR-ALAKANANDA BANERJEE )

Designation: FOUNDER CHAIRPERSON )

Duly authorized to sign for and on behalf of: )

**Dharma Foundation of India** )

in the presence of : ) Signature 31/7/23

Name: PRERANA DALVI

Signature:

Signed by )

Name: Dr. RINKLE HOTWANI )

Designation: PROFESSOR & DIRECTOR )

Duly authorized to sign for and on behalf of: )

**MGM School of Physiotherapy** )

In the presence of: ) Signature

Name: PRERANA DALVI

Signature:

ENTIFIED & DRAFTED
( Mr.:

BEFORE ME
31/7/23
ADV. ANJALI D. MORE
Notary Govt. Of India
Regd. No. 5760 Aurangabad

**SCHEDULE**

**Collaboration**

- **Subject to contract & arrangements to be made MGM School of Physiotherapy Deliverables, include, and are not limited to:**
  - To develop protocols which would focus on identifying needs and areas of rehabilitation and training for elders, women, children and patients for family members/community workers/doctors/nurses/paramedics/therapists in their home/workplace/hospital regarding treatment/handling of patients, and lay people to train as physiotherapists for public health.
  - Evaluate, assess, and work for the solutions to the identified problems. Develop mobile health solutions.
  - To develop workshop for patients/ elders/ children/ family members/community workers doctors / therapists/ nurses / paramedics/ therapists to get oriented to the concepts developed.

- To provide DFI with expertise, in healthcare platform design, development and testing of new protocols and data analysis.
- To Conduct Joint Research & Educational Projects.

- **Subject to contract & arrangements to be agreed DFI Deliverables to include and not limited to**

  - Provide students and professionals of MGMSOP an opportunity to have attachments with DFI for furtherance of their training needs and for professional enhancement.
  - To conduct joint research & educational projects.
  - Provide clinical expertise available with DFI as and when required by MGMSOP such as faculty, protocol development, mobile health apps, etc.
  - To conduct workshop for patients/ elders/ children/ family members/community workers doctors / therapists/ nurses / paramedics/ therapists to get oriented to the concepts developed.
  - Develop projects with founders &staff/students at MGMSOP by investigating the state of the art around technology related to the challenge, establish design constraints, brainstorm design concepts, then design and manufacture prototypes
  - Evaluate, assess, and work for the solutions to the identified problems.

**Details of collaboration in terms of sharing:**
Both parties agree to the following terms & conditions with respect to publications credits in the projects undertaken jointly or where either party has provided substantial contribution in terms of logistical support, manuscript writing/editing etc.

**Publication credits:** In projects where staff &/or students of MGMSOP are Principal investigators, they will be enlisted as First authors and due credit will be given to members of DFI as second, third or fourth authors provided the said members have contributed substantially to framing of the study protocol, data collection, analysis &/or manuscript. In case it is not so, their role will be acknowledged duly in the article. The same terms will apply to projects where members of DFI are Principal investigators.

Date: 31/07/2023.