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एस.डी.जोशी (चोबे) शास्त्रिक्रमुद्रांक र.नं.3101047 रेउन हिल्स कॉलनी, पॉट नं. 60 जालना रोड, ऑरंगाबाद.

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

NOTARIAL

NOTARIAL

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.



5	Signed by Name: R-ALAKANANDA BANERJEE )	
	Designation: FOUNDER CHAIRPERSON )	
	Duly authorized to sign for and on behalf of:	N mile
	Dharma Foundation of India )	3117-123
	in the presence of:	Signatures
	Name: PRERANA DAIVE	H TOOL OF THE STATE OF THE STAT
	Signature:	V.U.
t star		
	Signed by	Committee of the Commit
1 18	Name: ( )r. KINKLE HOTWANT )	
	Designation: PROFESSOR & DIRECTOR)	
я — к	Duly authorized to sign for and on behalf of:	malaur
	MGM School of Physiotherapy )	That
	In the presence of:	Signature
	Name: PRERAINA DAINT	
180	Signature: Four	10 i
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Ar.:	BEFO	REME TO ANJ
	SCHEDULE	ceryon 10127 Read N
	Collaboration ADV. ANJA Notary Gov	LID. MORE SITI
	• Subject to contract & arrangements to be made Deliverables, include, and are not limited to:	MGM School of Physiotherapy

- o 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.

- o To provide DFI with expertise, in healthcare platform design, development and testing of new protocols and data analysis.
- o 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.
- o To conduct joint research & educational projects.
- o Provide clinical expertise available with DFI as and when required by MGMSOP such as faculty, protocol development, mobile health apps, etc.
- O 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
- o 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.

<u>Publication credits:</u> 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.

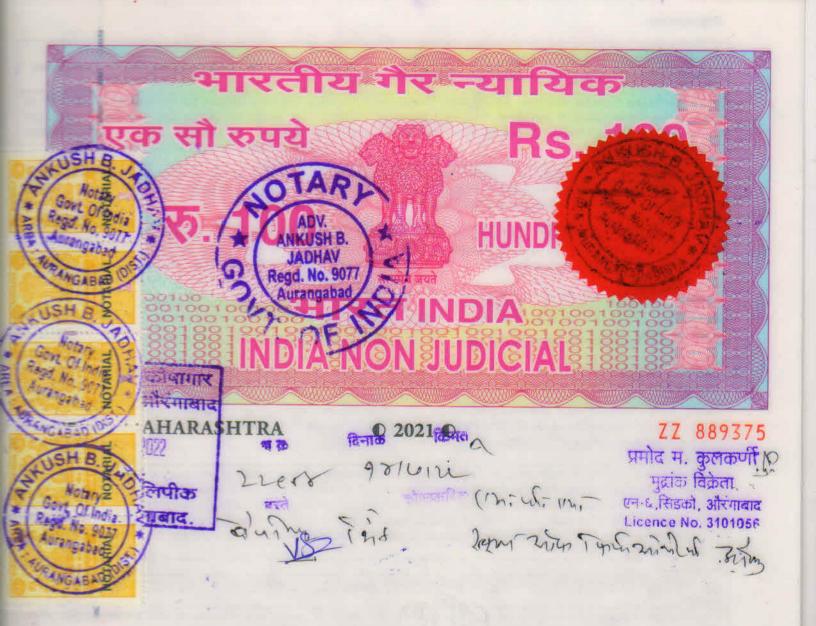
Date: 31 07 2023.



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# Memorandum of Understanding MOU Between

M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and
Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad & Saksham
Sambhaji Nagar.

As a part of our special clinical training for students program, MGM School of Physiotherapy, N-6, CIDCO, Aurangabad enters into this Memorandum of understanding with Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar, to further our vision of optimizing our healthcare delivery and the overall health and wellbeing of disabled people as well as education and learning of clinical skills for physiotherapy students. The purpose of this MOU is to define goals and expectations for relationship between MGM School of Physiotherapy, N-6, CIDCO, Aurangabad and Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar, so as to pertain the services for disabled people. This MOU will provide a framework for access to rehabilitation services, effective collaborations and timely communication among MGM School of Physiotherapy and Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar.

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Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad & Saksham Sambhaji Nagar.

MGM School of Physiotherapy, N6, Cidco, Aurangabad

Inform Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad & Saksham Sambhaji Nagar of the relationship with M.G.M. school of Physiotherapy, N6, Cidco, Aurangabad

Providing logistical support for transportation, materials to students for successful health care delivery in Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar.

Allowing assistance and guidance to students of MGM School of Physiotherapy, N-6, Cidco, Aurangabad from technical and medical or paramedical staff during scheduled clinical posting

Scheduling clinical posting program and managing patient care and safety during Physiotherapy treatment

Provide students of MGM school of Physiotherapy, N6, Cideo, Aurangabad with any necessary medical information including diagnosis, medications and treatment needs.

Review clinical information sent by the primary care provider (PCP) and work on it practically in real world. It will also provide opportunities to carry out new researches on the patients attending the rehabilitation sessions.

Students of MGM school of Physiotherapy, N6, Cidco, Aurangabad should be treated with proper dignity and professionalism.

If any important communication related to patient safety is there, it will be communicated properly.

#### Other terms:

#### Volume or Value of Referrals

Nothing in this MOU requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or businesses to either Party by the other Party. Neither Party shall track such referrals for purposes relating to setting the compensation of its professionals or influencing their choice.

#### Confidentiality

The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their special children in accordance with all applicable state laws and regulations. The Parties (and their directors, officers, employees, agents and contractors) shall not use or disclose special children information, other than as permitted or required by this MOU for the proper performance of duties and responsibilities here under. The Parties shall use appropriate safeguards to prevent use or disclosure of special children information, other than as provided for under this MOU.

#### Termination

This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party.

All notices and other communications required or permitted under this MOU, unless otherwise stated, shall be deemed duly given if in writing and delivered personally, via e-mail.

#### Dispute Resolution

If a dispute arises regarding this MOU, M.G.M. school of Physiotherapy, N6, Cidco, Aurangabad and Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar.

shall first attempt to resolve it by informal discussions between Parties, unless there are circumstances under which an extended resolution procedure may endanger the health and safety of special children.

#### Relationship of the Parties

The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, coventure, employee or representative of the other Party.

#### Amendments

This MOU may be modified or amended in writing with the express written consent of both Parties.

IN WITNESS WHEREOF, the Parties here have executed this MOU as of the dates written below.

MGM School of Physiotherapy, N6, Cidco, Aurangabad Signed:

Title: Dr. Rinkle Malani ( Director)

Date: 11/07/2022

Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar. Signed:

Title: Dr. Sandip Sisode (Psychology), Dr. Aditi Shardul

Date: 11/07/2022

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Sandip N. Sixode

Reg. No A- 16907



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Memorandum of Understanding

Between

MGM School of Physiotherapy, Aurangábad

And

Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

This Memorandum of understanding is dated on 26th September 2022 and made between,

MGM School of Physiotherapy, N-6, Cidco, Aurangabad.

Dr. Babasaheb Ambedkar Mara. wada University, Aurangabad.

C'bjectives:-

- MGM School of Physiothera, 7 &Dr. Babasaheb Ambedkar Ma. athwada University, Aurangabad wish to build and outgrow a mutual understanding for general purpose of promoting teaching, educational, research & other collaborative activity for the mutual benefit of both the institutes.
- This MOU sets out below the principles by which MGM School of Physiotherapy &Dr. Lubasaheb Ambedkar Marathwada University, Aurangabad may initiate necessary alranj ments.
  - 14GM School of Physiotherapy graduates, post graduates will attend clinical training at Dr. Baba, heb Ambedkar Marat, rada University, Aurangabad.



Notary Govt Of India Rega. No. 907 Aurangahaa

#### 2 Principles:-

MGM School of Physiotherapy & Dr. Babasaheb Ambedkar Marathwada University, Aurangabad

Agrees to the following.

- To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, faculties, sports scientist, coaches and athletes.
- To explore research opportunities that may develop from the alignment of MGM School of Physiotherapy & Dr. Babasaheb Ambedkar Marathwada University. Aurangabad.
- 3. Any activity carried out within the broad framework of this MOU shall be subject to mutual consent of the both parties.
- 4. Both the parties to emphrize upon common objectives & goals for promotion & development of sports activities & sports persons.
- 5. As a service provider, MGM School of Physiotherapy will accept any kind of honorarium/remuneration from Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

#### Renewal, Amendment & Termination:-

- This MOU shall be effective for an initial period of 3 years from this date. Thereafter this MOU may be extended for a further period by mutual consent to be made in writing both the parties.
- The parties may amend this MOU at any time, provided it is with prior written consent of both parties.
- 3. Either party may terminate this MOU at any time by giving six months notice to the other party in writing.

#### Settlement of Disputes:-

- 1. Any dispute arising out or the interpretation or implementation of this MOU will be settled by the parties on manual understanding.
- 2. This MOU records the understanding between the parties & is not intended to be legally binding document & shall rule be enforceable in any court of law.

1. MGM School of Physiotherapy

Cian.

2. Dr. Babasaheb Ambedkar Marathwada University

Py. Dr. Linkle Hatwani

FOR-MIAN School of

By:- Dv - D.

Position: - Director of Sports

For:- Dv.

Aurangabad

Principal
MGM School of Physiotherapy
Aurangabad.

BEFORE ME

DV. ANKUSH B. JADHAV

Hotary Gort Of India Regd. No. 9077 Aurangabad

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- 1. MGM School of Physiotherapy, N-6, Cidco, Aurangabad.
- 2. Aastha Foundation Aurangabad.
  - 1. Objectives:-
  - 1. MGM School of Physiotherapy & Aastha Foundation Aurangabad wish to build and outgrow a mutual understanding for general purpose of promoting teaching, educational, research & other collaborative activity for the mutual benefit of both the institutes.
  - 2. This MOU sets out below the principles by which MGM School of Physiotherapy & Aastha Foundation Aurangabad may initiate necessary arrangements.

3. MGM School of Physiotherapy graduates, post graduates will attend clinical training at Gat No.26 Hari Om Nagar Jadgaon Aastha Foundation Aurangabad.

### 2 Principles:-

MGM School of Physiotherapy & Aastha Foundation Aurangabad. Agrees to the following.

- To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, faculties, sports scientist, coaches and athletes.
- 2. To explore research opportunities that may develop from the alignment of MGM School of Physiotherapy & Aastha Foundation Aurangabad.
- Any activity carried out within the broad framework of this MOU shall be subject to mutual consent of the both parties.
   Both the parties to an all riverses.
- Both the parties to emphasize upon common objectives & goals for promotion &
   As a service provider MCM & silver provider MCM Silver provider MCM Silver provider MCM Silver provider provider MCM Silver provider p
- As a service provider, MGM School of Physiotherapy will not accept any kind of honorarium/remuneration from Aastha Foundation Aurangabad.
- Basic equipments required for setting up the physiotherapy clinic setup at old age home will be provided by MGM School Of Physiotherapy.
- 7. All other facilities required at centre will be provided by Astha foundation Aurangabad

## 3 Renewal, Amendment & Termination:-

- This MOU shall be effective for an initial period of 3 years from this date. Thereafter this MOU may be extended for a further period by mutual consent to be made in writing by both the parties.
   The parties may amond this MOV.
- The parties may amend this MOU at any time, provided it is with prior written consent of both parties.
   Either party may terminate this MOU.
- 3. Either party may terminate this MOU at any time by giving six months notice to the other party in writing.

## 4 Settlement of Disputes:-

- Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
   This MOU records the many transfer or implementation of this MOU will be
- 2. This MOU records the understanding between the parties & is not intended to be legally binding document & shall not be enforceable in any court of law.

1.	MGM School of Physiotherapy, Aurangabad 2. Aastha Foundation Aurangabad
	Sign:- NSvory &
	By:- Er. A. N. Kadam Mr. Asun MohanpurkaBy:- Dr. Nanondra Vaidya
	Position: - Secretary Position: - President
	For:- Secretar For:- OUNDATION
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