

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PHYSIOTHERAPY
(MGM IUDOP)
AND
WORLD SPINE CARE (WSC)**

For rendering assistance, guidance and expertise for
establishment of World Spine Care programme of MGM IUDOP at
MGM Hospital, Kamothe, Navi Mumbai

This Memorandum of Understanding is entered into on November 10, 2016 between MGM Institute's University Department of Physiotherapy, Navi Mumbai, represented by its Director (**hereinafter referred to as MGMIUDOP**) and World Spine Care, a not for profit corporation created pursuant to the laws of the State of California (**hereinafter referred to as WSC**), and herein after jointly referred to as Participants and in the singular as Participant":

- (A) And whereas the Participants acknowledge that spinal injuries and disorders are amongst the most serious and debilitating health problems with the general population and more particularly in the working class, the labour class and the underserved/economically challenged communities in and around Navi Mumbai area;
- (B) And whereas the Participants acknowledge and recognize the need for general population and more particularly in the working class, the labour class and the underserved/economically challenged communities to have access to local specialist spinal healthcare resources;
- (C) And whereas the Participants acknowledge and recognize the lack of access to health care on spinal disorders could lead to physical and mental distress resulting in adverse economic implications to those who depend on manual labour and manual exertion for survival;
- (D) And whereas MGMIUDOP acknowledge and recognize that WSC is supported by the Decade of the Bone and Joint, currently the Global Alliance for

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Musculoskeletal Health, an Initiative of the World Health Organization and numerous other professional spine societies;

- (E) And whereas the WSC has noted and appreciated that MGMIUDOP is committed to providing quality health services in the area of spinal injuries and disorders at the Kamothe hospital to the general public and specially to the working class, the labour class and the underserved communities in Navi Mumbai,
- (F) And whereas the WSC has agreed to assist MGMIUDOP for treating spinal injuries and disorders by providing its guidance, supervision, assistance and medical expertise's to MGMIUDOP. The Participants have decided to reduce the said understanding by way of the present Memorandum of Understanding.

PARAGRAPH 1

PURPOSE

- 1.1. The purpose of this Memorandum of Understanding (MOU) is to facilitate the setting up of MGMIUDOP- World Spine Care programme (**MGM-WSC**) and to record the terms and conditions under which WSC will provide its expertise's assistance and cooperation for the establishment of the MGM's-WSC clinic in the MGM Hospital , Kamothe, Navi Mumbai Department of Physiotherapy (**hereinafter referred to as "MGM's WSC"**).
- 1.2 The MGM-WSC is a programme under which WSC will provide its medical expertise's and guidance in the field of spinal injuries, disorders and spine care. This agreement or programme does not amount to a transfer of rights or interest in the premises or land of whatsoever nature by MGM nor does it amount to parting with possession of the premises or land in any event whatsoever by MGM. This is a programme and not a partnership and neither party holds the right to obligate the other party without its express written permission other than as set out specifically in this agreement

PARAGRAPH 2

DEFINITIONS

- 2.1 **Spine:** means the neuro-musculoskeletal structures that make up the vertebral column from the base of the skull to the coccyx;
- 2.2 **Spinal Disorders:** means disorders of the Spine that can result in pain, neurological deficits, disability and / or deformity; and
- 2.3 **Spinal Injuries:** means injuries to the Spine that result in pain, neurological deficits, disability or deformity.

PARAGRAPH 3

DESCRIPTION OF THE PROJECT

The Participants have identified the following as goals/objectives of the programme which are as follows to:

- 3.1 Identify health care resources at MGMIUDOP, which could be considered in the establishment of an evidence-based Spine care program;
- 3.2 Establish MGM's WSC clinic in MGMIUDOP at Kamothe Hospital, Navi Mumbai.
- 3.3 Train MGMIUDOP spine care specialists in the use of the WSC spine care toolkit
- 3.4 Ensure worldwide interaction of health professionals to share knowledge on the assessment and management of spinal problems and harmonize treatment efforts; and
- 3.5 Eventually expand the spine care program to other communities where there is currently no access to spine care

The Participants have identified the following as the expected outcomes of the programme:

- 3.6 Improved health and healthcare of people with Spinal Disorders and injuries in Kamothe and Navi Mumbai area and eventually rural communities at reasonable and economical costs

- 3.7 Having trained and skilled individuals in Spine care from the communities where WSC programs exist; and
- 3.8 Ongoing and sustainable Spine care at the Department of Physiotherapy and the establishment of similar programs in other communities.

PARAGRAPH 4
FUNDING OF THE PROJECT

4. MGM University will provide the funding to establish and maintain the MGM-WSC project within the domains of the hospital. WSC will provide medical expertise, assistance and cooperation.

PARAGRAPH 5
COMMITMENTS OF WSC

WSC undertakes to:

- 5.1 Train the MGMIUDOP's Clinic Supervisors in the World Spine Care evidence-based protocols, documentation, database management, and education and prevention programs (the WSC "Toolkit"). The Clinic Supervisor will have access to all current and future WSC evidence-based education and exercise programs developed by the WSC research and clinical teams;
- 5.2 Provide ongoing updates of the model of care, documentation and data collection according to current evidence;
- 5.3 Assist in the implementation of the WSC program in MGM's WSC clinic. The Clinical Director of WSC will spend two weeks in Kamothe with the MGMIUDOP's Clinic Supervisors to ensure effective implementation of the program;
- 5.4 Provide specialist supervision and training on an as needed basis. MGMIUDOP ' Clinic Supervisor will participate in monthly meetings with other WSC Clinic Supervisors, the Clinical Director and other clinical team members;



- 5.5 Provide the Clinic Supervisor access to the WSC clinical and research committees. The list of these experts, including biographies and photos, can be found on the WSC website. (www.worldspinecare.org)
- 5.6 Help MGM-WSC and support research initiatives depending on need and interest. This support will be in the way of expertise and supervision of researchers, and seeking grants to conduct research on the burden of spinal disorders and spinal health care needs in rural and underserved communities in Navi Mumbai;
- 5.7 Monitor the efficacy of the MGM's WSC clinic through on-going clinical research;
- 5.8 Advance the level of spine care in underserved communities by assisting and collaborating in organizing advanced education programs in conjunction with the major international spine societies on the management of spinal disorders. These educational programs will include presentations by specialists and researchers who have international reputation in the field;
- 5.9 Assist in establishing local public health programs such as a scoliosis and spine deformity screening program and public education.

PARAGRAPH 6

COMMITMENTS OF MGMIUDOP

MGMIUDOP undertakes to:-

- 6.1 Use its own space and basic furniture, such as chairs and desks, basic diagnostic equipment and monthly medical supplies, such as, gloves, gowns etc. for the project
- 6.2 Provide support staff for the MGM-WSC to establish and operate the Project;
- 6.3 Provide translators to assist volunteer clinicians working at the MGM's WSC Clinic when required

- 6.4 Allow for direct referral by the clinicians of the MGM's WSC Clinic of their patients to medical specialists, when required, within or outside of the hospital;
- 6.5 Provide laboratory and x-ray reports for patients receiving care at the MGM's WSC Clinic whenever deemed necessary by the Clinic Supervisors.
- 6.6 Provide accommodation and local travel expenses for the WSC Clinical Director during the implementation and yearly visits for the first 3 years of the Project. These visits will be approximately two weeks in duration;
- 6.7 Facilitate and support the review of WSC research proposals with the goal of ensuring permission to conduct research projects on spinal disorders that are expected to be carried out through the WSC program
- 6.8 Use its best efforts to arrange for registration and insurance for clinical volunteers and researchers with MGMIHS as required.

PARAGRAPH 7

ESTABLISHMENT OF MGM-WSC PROJECT IMPLEMENTATION TEAM

- 7 The MGMIUDOP shall establish a Project Implementation Team. The functions of the Project implementation team will be to ensure the efficient and effective implementation for the Project. This team will be made up of representatives from MGMIUDOP and WSC, and will be appointed by each entity of the participants of this MOU.

PARAGRAPH 8

MANDATE OF THE MGM-WSC PROJECT IMPLEMENTATION TEAM

The functions of the MGM- WSC Project implementation team will be to:



- 8.1 Oversee the implementation of the whole MGM-WSC Project. Notwithstanding the foregoing, the specific functions of the Spine Care Project implementation team will be provided for in the Terms of Reference to be developed by the Participants;
- 8.2 Assign resources needed for MGM-WSC Project These will be developed in discussion during November 2016 Visit.

PARAGRAPH 9
REPORTING AND NOTICES

- 9.1 WSC will collaborate on the creation of yearly reports to MGMIUDOP on the progress of services provided through this MGM-WSC Project through the Clinic Supervisor.
- 9.2 Submit to the WSC Clinical Director a monthly report, all clinic databases (these have no patient names and are stored in a secure location);
- 9.3 The Clinical Supervisor must participate in monthly WSC Clinic Supervisor online meeting where issues related to the clinics are discussed.
- 9.4 All notices required or permitted under this MOU will be in writing and will be deemed duly given when delivered by registered mail or facsimile transmission, to each participant at the addresses set forth below or at the addresses the participants may designate to each other in writing

PARAGRAPH 10
WORLD SPINE CARE DESIGNATION

10. World Spine Care is an internationally recognized brand with a reputation for the highest quality, evidence-based care for spinal disorders. Any site that wishes to carry the World Spine Care designation must uphold these standards. To ensure that the quality of care and reporting is maintained, WSC requires that any WSC location must adhere to the following requirements:



- 10.1 The Clinical Supervisor must use the WSC clinical documentation and databases and update those when new versions are released;
- 10.2 Submit to the WSC Clinical Director a monthly report, all clinic databases (these have no patient names and are stored in a secure location);
- 10.3 The Clinical Supervisor must participate in monthly WSC clinic supervisor online meeting where issues related to the clinics are discussed
- 10.4 The Clinical Supervisor/s must submit, on yearly basis, a list of continuing education credits
- 10.5 The Clinical Supervisor/s must follow evidence-based protocols in the clinic;
- 10.6 The WSC Clinical Director or designated representative will visit the MGM's WSC Project once a year for at least 3 years and possibly beyond for collaboration;
- 10.7 The MGMIUDOP must be willing to host WSC clinical volunteer associates on a short-term basis (up to maximum of 6 months). These volunteers are responsible for all their own expenses.
- 10.8 The MGM-WSC will not discriminate on the basis of sex, gender, race, religion, income, sexual orientation, or age in the delivery of services.
- 10.9 The MGM-WSC will not discriminate in the qualifications of participating volunteers.
- 10.10 Volunteer clinicians, researchers and laypersons may practice according to their training and expertise but should be licensed to practice their profession in their home country. Clinicians, however, must provide evidence based care as determined by WSC protocols. WSC programs accept clinicians who are trained medical physicians, chiropractors, physical therapists, osteopathic physicians, nurses, and acupuncturists as well as other qualified clinicians who offer spine care. In addition, yoga or tai chi practitioners and traditional healers are encouraged to participate in the WSC integrated team of clinicians. Clinicians must practice within their scope of practice in their licensing country but competence in specific spine interventions and the level of responsibility of all



clinicians may be determine or limited by the WSC clinical committee in collaboration with MGM-WSC.

PARAGRAPH 11

COMMENCEMENT, DURATION AND TERMINATION

- 11.1 This MOU will come into effect upon the signature of the Participants hereto and will remain in force for a period of five years.
- 11.2 Any Participant may terminate this MOU by giving ninety days written notice to the other Party.
- 11.3 The Participants will consult prior to termination, to determine how any outstanding matters arising out of this MOU will be dealt with.

PARAGRAPH 12

AMENDMENTS AND REVISION

12. This MOU may be amended or revised at any time by the mutual written consent of the Participants. No amendments or revisions will have any effect unless written and signed for by the Participants.

PARAGRAPH 13

DISPUTE RESOLUTION

13. Any dispute between the Participants arising out of the interpretation application or implementation of the MOU will be resolved by amicable consultation among the Participants, and will not be referred to any national or international tribunal, arbitrator or any third party for settlement.
- 13.1 Both parties will advise the other in the event of any matter arising which could affect the relationship of the parties or the goodwill of either party.



PARAGRAPH 14
ATTACHMENTS TO THE MOU

14. Attached is the detailed overview of the MGM-WSC Project (Annexure-A) with the background and status of WSC and the justification and budget for the Spine Care Project that will be presented to organizations that support WSC and private foundations for funding.

PARAGRAPH 15
FINAL PROVISIONS

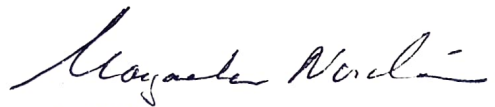
15. The foregoing represents the understanding reached between the participants on matters referred to in this MOU and supersedes all prior written or oral negotiations, commitments or memoranda between participants.

IN WITNESS WHEREOF, the undersigned, duly authorized have signed this MOU in duplicate in English, each Participant hereto retaining such original, both texts being equally authentic.

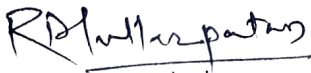
SIGNED AT MGM INSTITUTE OF HEALTH SCIENCES, Kamothe, Navi Mumbai this 10th DAY OF NOVEMBER 2016.



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