



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of 9<sup>th</sup> day of February 2022 by and between Shri Vithal Education and Research Institute having its registered office at P.B. No. 54 Gopalpur-Ranjani Road, Gopalpur; Pandharpur- 413304 (hereinafter referred to as "SVERI" which term unless repugnant to the context includes its successors and permitted affiliates)

AND

MGM Institute of Health Sciences, a deemed to be University, through the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorized Representative, Dr. Rajesh Goel, Registrar, (here in after referred to as 'MGMIHS/MGMSOP').

SVERI and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas Shri Vithal Education and Research Institute is a registered charitable trust established in the year 1995 under the Bombay public trust act founded by a group of technocrats embarked on an ambitious project and as its first venture established college of engineering Pandharpur, rural area of Maharashtra with the approval of All India Council of Technical Education (AICTE) and Government of Maharashtra. The campus is established in 27 acres with state-of-the-art infrastructure and employee strength of 300+. The institute has been actively involved in promoting science and technology based rural development and is offering Bachelors and Masters programs in various disciplines of engineering and pharmacy and Ph.D. in engineering.

Whereas MGM Institute of Health Sciences, a deemed to be University was established in the year 2006. The MGM School of Physiotherapy (MGMSOP) is a constituent unit of MGMIHS. MGMSOP undertakes and conducts the BPT (4 ½ years'), MPT (2 years') and Ph.D. in Physiotherapy programs. MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS through MGMSOP is engaged in research, development of medical technology and validation of medical devices.

Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes various kinds of testing, development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders. During the said testing and development work, MGMIHS through MGMSOP carries out extensive research, testing and validation procedures. In the said process, mechanical engineers give incidental and peripheral support in respect of the mechanical aspects on the concerned issues.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

Whereas the parties agree that this MOU is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. AREAS OF COOPERATION**

The parties shall explore collaboration in the following areas to include but not limited to:-

- Create a holistic ecosystem to support academic and research collaborations between the parties and the various departments of the said parties/institutes
- Support researchers, innovators, social & other entrepreneurs from the stages of ideation, proto type development, product design, device development and clinical validation to commercial transfer.
- Engage in a student exchange program to facilitate interdisciplinary research.
- Faculty of both institutes can serve as co-guides for research projects carried out by undergraduate, post graduate and doctoral programs in their areas of expertise.
- Submit joint proposals for seeking external funding agencies.
- Participate in joint courses, workshops and other activities.



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## 2. DURATION OF THE AGREEMENT, TERMINATION AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party. In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum and shall be signed by the authorized representatives of the parties.

## 3. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement.

## 4. NON-DISCLOSURE

Neither Party or its authorized personnel, students, related personnel etc will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort or results of work performed during the period of this MOU or any other documents and or information received under this MOU.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

- a) Information actually known to the disclosing Party prior to its disclosure;



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- b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;
- c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;
- d) Such information which is required to be disclosed to or by any Court, tribunal or Governmental authority with competent jurisdiction.

## 5. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

**MGM Institute of Health Sciences: Dr. R. B. Goel, Registrar**

Address- MGM Institute of Health Sciences, Plot No 1 & 2 Sector No.1, Kamothe, Navi Mumbai, 410-209

**SVERI:- Shri Vithal Education and Research Institute : Dr. B. P. Ronge, Secretary**

Address-P.B. No. 54 Gopalpur-Ranjani Road, Gopalpur, Pandharpur-413304

## 6. MISCELLANEOUS

### a) Assignment.

Neither party may assign this MOU or the rights thereunder.

### b) Survival.

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

### c) Severability

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the

original intent/object of the parties under this MOU.

**d) Independent Entities.**

SVERI and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

**e) Order of Precedence.**

In the event of any inconsistency between the terms of this MOU and the documents referenced or incorporated herein or any other document, correspondence or MOU concerning this Programme between the Parties and/or their employees, the terms of this MOU will prevail.

**f) Entirety.**

This MOU represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

**g) Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both the parties.

**h) Counterparts.**

This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same MOU, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

**i) Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try

their level best to resolve the disputes arising out of this MOU, failing which through the Arbitration process. Both the parties after due discussion shall appoint an Arbitrator for resolving the dispute arising out of this Agreement. The arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

MGM Institute of Health Sciences,  
Navi Mumbai.

Name: Dr. Rajesh Goel  
Designation: Registrar  
Date:  
In presence of

*Dr. Rajesh B. Goel*  
Registrar  
MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

*Rajani Mullerpatan*  
Dr. Rajani Mullerpatan, Director,  
MGM School of Physiotherapy,  
MGM Institute of Health Sciences,  
Navi Mumbai.

*Sabita Ram*  
Dr. Sabita Ram  
Research Director,  
MGM Institute of Health Sciences,  
Navi Mumbai.

Shri Vithal Education and Research Institute,  
Pandharpur

Name: Dr. B. P. Ronge  
Designation: Secretary  
Date:

*B. P. Ronge*  
SECRETARY  
Shri Vithal Education & Research  
Institute, Pandharpur

In presence of

*R. R. Gidde*  
Dr. R. R. Gidde  
Dean, R & D  
SVERI's College of Engineering,  
Pandharpur

*A. A. Mote*  
Mr. A. A. Mote  
Training and Placement Officer  
SVERI's College of Engineering,  
Pandharpur

