



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **4th September 2023** by and between

BIRLA INSTITUTE OF TECHNOLOGY AND SCIENCE, PILANI, K K Birla, Goa Campus is among one of the Indian Campuses of Birla Institute of Technology and Sciences, Pilani, VidyaVihar, Pilani deemed to be a University established vide Sec. 3 of the UGC Act, 1956 under notification # F.12-23/63. U-2 of June 18, 1964, and have been granted the status of Institute of Eminence by Ministry of Education having its registered office at NH 17B, Bypass Road, Zuarinagar, South Goa, Goa-403726, through its Joint Registrar, Mr. Sailesh Narayan Mohanty (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successor /s in business and permitted assign/s) of the Other Party

AND

MGM Institute of Health Sciences, a deemed to be University, through its constituent unit/department 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, (hereinafter referred to as 'MGMIHS/MGMSOP').

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

WHEREAS the Birla Institute of Technology and Science, BITS Pilani is an all-India Institute for higher education. The University consists of 15 academic departments with a focus on education in Engineering and Sciences. The Institute was established, in its present form, in 1964 as part of the vision to realize nation-building with an emphasis on "science, technology and modernization." BITS Pilani, K K Birla Goa Campus was established in 2004. It offers undergraduate, post-graduate and doctoral programmes in 11 academic disciplines.

Whereas, MGM Institute of Health Sciences, established in the year 2006, is a deemed to be University with 10 constituent units and is a NAAC accredited institute with A++ grade. It is continuously ranked in NIRF since 2019 onwards. Its hospitals are NABH accredited and clinical laboratories are NABL accredited. Its research laboratories are SIRO recognized. The MGM School of Physiotherapy (MGMSOP), is a constituent unit/department of MGMIHS. MGMSOP undertakes and conducts the Bachelor of Physiotherapy BPT (4 ½ years), Master of

Physiotherapy MPT (2-years) and PhD 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 (Master 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:

- i. Create a holistic ecosystem to support academic and research collaborations between the parties and the various departments of the said parties/institutes
- ii. Support researchers, innovators, social & other entrepreneurs from the stages of ideation, prototype development, product design, device development, and clinical validation to commercial transfer.
- iii. Engage in a student exchange program to facilitate interdisciplinary research.

- iv. Execute joint research and development projects, academic publications and conference papers
- v. Faculty of both institutes can serve as co-guides for research projects carried out by undergraduate, postgraduate, and doctoral programs in their areas of expertise.
- vi. Joint application for the funding and support from various public and private funding organizations.
- vii. Participate in joint courses, workshops, and other activities.
- viii. Joint sponsorship of collaborative seminars, workshops and trainings, skill development and human resource development in the areas of mutual interest.
- ix. Exchange of Academic Publications and Reports.

2. IMPLEMENTATION

- i. All programs or activities implemented under the term of this memorandum of understanding shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.
- ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.
- iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.
- iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties.
- v. Both Parties will designate one officer each who will develop and coordinate specific programs or activities between them.

3. 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.

4. 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.

- i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.
- ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties.
- iii. Pre-existing materials/IP shall be put on record In case it is used or bundled in the relevant reports or in the course of the services to be delivered.
- iv. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

- i. The parties agree that all publications resulting from collaborative work shall be joint. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.
- ii. **Both Parties shall** acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor 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. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

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;
- 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.

7. 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:

Birla Institute of Technology & Science, Pilani, K K Birla Goa Campus

Address- Birla Institute of Technology & Science, Pilani, K K Birla Goa Campus
NH - 17B, Zuarinagar, Goa – 403726, India

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. 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.

BITS 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 Program 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 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


1. Birla Institute of Technology & Science, Pilani, K K Birla Goa Campus

Mr. Sailesh Narayan Mohanty
Joint registrar
Date:


04/09/2023
Joint Registrar
BITS PILANI-K K Birla Goa Campus


In presence of

1. Prof. Shibu Clement
Associate Dean Sponsored Research and Consultancy Division
BITS Pilani K K Birla Goa, Campus, Goa
2. Prof. G. Karthikeyan,
HoD, Department of Mechanical Engineering
BITS Pilani K K Birla Goa, Campus, Goa


4/09/23
Associate Dean
Sponsored Research and Consultancy Division (SRC)
BITS PILANI-K K Birla Goa Campus

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel
Registrar
Date:


31/11/23
Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University as per Act No. 19/95)
Navi Mumbai-410 209

In presence of

1. Dr. Chandramani Pathak
Research Director, MGM Institute of Health Sciences, Navi Mumbai
2. Dr. Rajani Mullerpatan
Professor-Director, MGM School of Physiotherapy, MGM Institute of Health Sciences,
Navi Mumbai