



Abbott Healthcare Private Limited  
Godrej BKC, Plot C-68, "G" Block,  
13-18th Floor, Bandra-Kurla Complex,  
Near MCA Club, Bandra (E),  
Mumbai - 400 051. India

Registered Office:  
3, Corporate Park,  
Sion Trombay Road,  
Mumbai - 400 071. India

Tel : (91-22) 5046 1000/2000  
Fax : (91-22) 5016 9400  
CIN : U24200MH1997PTC104834

8<sup>th</sup> July 2024

**Dr. Chitrita Kishore**

Dear Chitrita,

With reference to the interview you had with us, we are pleased to confirm your appointment for the internship in our company for two months, commencing on **July 8, 2024**

You will be entitled to a stipend of **Rs. 50,000** per month, payable at the end of the month.

Please find enclosed 'Confidentiality & IPR Undertaking' signifying your consent to the obligations contained therein. Also find Code of Business Conduct, which requires you to perform your duties within the purview of the Company's policies and procedures without prejudicing the interests of the company in any manner.

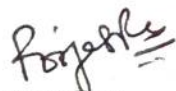
A certificate of participation will be handed over to you on the successful completion of your internship.

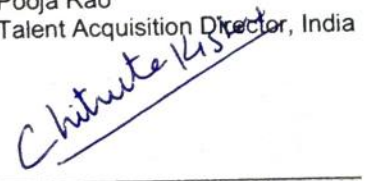
Kindly return the duplicate of this letter signed by you as a token of acceptance of the offer.

Wishing you much success in your assignment.

Best Regards,

For Abbott Healthcare Private Limited.

  
Pooja Rao  
Talent Acquisition Director, India



Accepted and signed on

Annexure- I

CONFIDENTIALITY & IPR UNDERTAKING

I, Chitrita Kishore, Intern, have in consideration of the contract dated July 8, 2024 entered into with M/s. Abbott Healthcare Private Limited (ABBOTT), hereby undertake and agree to the following

1. During my contract I will receive or be allowed access to Abbott's proprietary and confidential products and process information in whatever form directly or indirectly, such as but not limited to financial & technical information, business policies, process, pricing details etc. in whatever form be it verbally, in writing, in drawings, samples, displays, on tapes, diskettes or otherwise and other general business information (hereinafter referred to "Confidential Information").
2. I hereby agree not to use or disclose the above Confidential Information, other than in performance of my services under the contract with ABBOTT. I will return all Confidential/Proprietary information to ABBOTT following the expiration or termination of contract and/or upon Abbott's first request thereto.
3. I shall continue to observe these obligations or secrecy, confidentiality and non-usage of the Confidential Information for a period of 10 (TEN) years from the date hereof notwithstanding any termination or expiration of contract with ABBOTT
4. All Confidential/Proprietary Information, which shall include any derivative there from, improvement thereon or translation, abridgement, adaptation or other change thereof by the undersigned, shall be the exclusive property of ABBOTT. I shall disclose fully and promptly to ABBOTT any and all flowcharts, notes, outlines, work papers and the like along with inventions, process, innovations, discoveries, developments, designs, techniques formula improvements computer programs and other related intellectual property rights, relating to the business of ABBOTT which the undersigned shall discover, conceive, make generate to practice alone or jointly with others during the contract with ABBOTT and resulting from such contract whether or not they are copyrightable and/or otherwise protected. The undersigned confirms that all such rights shall belong to ABBOTT and support the process of disclosing to ABBOTT and filing the same for patents or other intellectual property rights.
5. Failure to comply with this agreement shall make the undersigned liable for any and all costs and damages directly or indirectly suffered or to be suffered by ABBOTT and/or its associated company (ies), and the undersigned herewith explicitly agrees to indemnify and hold harmless ABBOTT and/or its associated company (ies) for any such costs and damages. The aforesaid shall not prevent ABBOTT and/or its associated company (ies) from terminating the Contract or claiming specific performance and/or injunctive relief.

Dated: 8/7/24

NAME Dr. Chubish Kishu

SIGNATURE Chubish Kishu

Accepted



## MEMORANDUM OF UNDERSTANDING

BETWEEN



**MGM SCHOOL OF BIOMEDICAL SCIENCES, NAVI MUMBAI**  
**(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES)**

(Deemed University u/s 3 of UGC Act 1956)

Grade "A" Accredited by NAAC

Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 27432890

Email. [sbsnm@mgmuhs.com](mailto:sbsnm@mgmuhs.com) / Website: [www.mgmsbsnm.edu.in](http://www.mgmsbsnm.edu.in)

Under

**DEPARTMENT OF CLINICAL NUTRITION, MGMSBS, MGMIHS,**

Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 27432890

Email. [sbsnm@mgmuhs.com](mailto:sbsnm@mgmuhs.com) / Website: [www.mgmsbsnm.edu.in](http://www.mgmsbsnm.edu.in)

For



**NIRMALA NIKETAN COLLEGE OF HOME SCIENCE,**

**49, NEW MARINE LINES,**

**Mumbai- 400 020**

Phone: 022-22076503 Fax: 22003217

Email: [info@nirmalaniketan.com](mailto:info@nirmalaniketan.com)

Under

**DEPARTMENT OF FOODS, NUTRITION AND DIETETICS**

**Nirmala Niketan College of Home Science,**

**49, New Marine Lines, Mumbai- 400 020**

Phone: 022-22076503 Fax: 22003217

Email: [info@nirmalaniketan.com](mailto:info@nirmalaniketan.com)

**Dr. Rajesh B. Goel**  
Registrar

MGM Institute of Health Sciences  
 (Deemed University u/s 3 of UGC Act 1956)  
 Navi Mumbai- 410 209

Thursday 4<sup>th</sup> April 2019

## **PREAMBLE:**

The MEMORANDUM OF UNDERSTANDING (MoU) made on 4<sup>th</sup> April 2019 between the MGM Institute of Health Sciences, Navi Mumbai, a deemed to be University under section 3 of the University Grants Commission Act, 1956 having its office at –MGMIHS, Kamothe, Navi Mumbai -- through its Department of Clinical Nutrition, MGM School of Biomedical Sciences, through Dr. Mansee Thakur, Director ( hereinafter referred to as the party of the “**First Part/MGMSBSCN**” which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) and **Nirmala Niketan College of Home Science, Mumbai, having its office at New Marine lines through Dr. Geeta Ibrahim** its Principal ( hereinafter referred to as the party of the “**Second Part/NN**” which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) .

## **SCOPE AND OBJECTIVES OF MoU:**

The scope and objectives of MoU are defined as:

**MGMSBSCN and NN** agree to sign MoU for sharing academic, clinical training/internship, on-job training, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits.

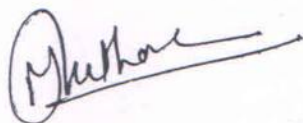
## **DURATION OF MoU:**

This MoU comes into effect from the date of its signing and will remain in force for a period of **FIVE YEARS**. Its validity can be extended by mutual agreement between both the parties.

## **RESPONSIBILITIES OF MGMSBSCN, KAMOTHE, NEW MUMBAI AND NN, MUMBAI:**

### **Specific Roles of MGMSBSCN:**

1. Provide technical support and facility for the students under the UG & PG program
2. The prospective students will be allowed to undergo training in the following specialty departments
  - Medicine
  - Surgery
  - Pediatrics
  - Gynecology and Obstetrics
  - Geriatric



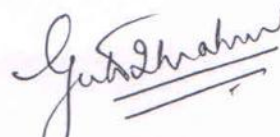


- Skin and VD
  - Orthopedics
3. MGM will provide the academic staff and necessary infrastructure for UG/PG course for smooth conduct of the programs.
  4. Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
  5. Sharing of information periodically and regularly.

**Specific roles of NN:**

1. Provide technical support and laboratory facility for the students under the UG and PG programs.
  2. Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
- **Common Activities by Both the Parties**
    1. Both institutions agree to supply work space, library and technical facilities as applicable.
    2. The consultancy and travel expenses related to the visits for lectures/sessions will be reimbursed by the host institute on mutually agreed terms.
    3. The MoU may be amended, renewed and terminated by mutual written agreement between the Heads of both the institutes.
    4. Either institute shall have the right to terminate this MoU upon 60 days prior notice period to the other Institute.
    5. Both the institute and industry i.e. MGMSBSCN and NN will organize conferences, workshops, seminars etc. The faculty, students and staff shall be encouraged to participate in such activities so as to interact with each other for their academic and professional growth, such programmes will be conducted by both the institutions with information to each other in advance, as and when required.
    6. MGMSBSCN and NN mutually agree to exchange staff / students for their projects, clinical training/internship, on job training, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits and the charges will be borne by individual students as per the institutes rules and regulations.
    7. MGMSBSCN and NN mutually agree to help each other to establish and develop laboratories, research centers, etc. as and when required.
    8. Faculty of MGMSBSCN and NN depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc and Ph.D. programmes at MGMSBSCN and NN as the case may be.





9. Areas for faculty development shall be indentified and joint proposals shall be submitted to various funding agencies like ICMR, DST, BRNS, and RGSTC etc.
10. Both the institutes will participate in relevant government programs / schemes to take mutual benefits of Institute - Institute collaborations where ever possible
11. MGMSBSCN and NN mutually agree that Publications of the joint research carried out will be done jointly by both the Institutes incorporating the names of all the contributors
12. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institute and Institute going forward

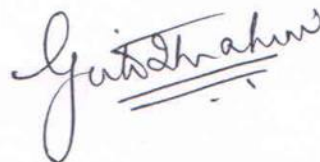
**General Conditions:**

1. The MoU will be valid for a period of 5 years to ensure smooth conduct of the activities under the MoU and to achieve the objective of the MoU. The parties may further extend/renew the MOU on terms and conditions as mutually agreed. Within the aforesaid period of 5 years, the MoU may be terminated only by mutual consent. Once the MoU is terminated no new activity will be conducted by and between the parties. However, the parties undertake to complete the activities, programs etc which have already been commenced or are in progress pursuant/under this MoU.
2. The parties will jointly conduct quarterly meetings to ensure that the activities/programs undertaken under this MoU by and between the parties are conducted in a proper manner and as per the schedule laid down.

**NOTICES**

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

MGMSBSCN :-





Address: Department of Clinical Nutrition, MGM SBS, MGMIHS  
Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 2743289  
Email. [sbsnm@mgmuhs.com](mailto:sbsnm@mgmuhs.com) / Website: [www.mgmsbsnm.edu.in](http://www.mgmsbsnm.edu.in)

NN :-

Address: Nirmala Niketan College of Home Science,  
49, New Marine Lines,  
Mumbai- 400 020 Phone: 022-22076503 Fax: 22003217  
Email: [info@nirmalaniketan.com](mailto:info@nirmalaniketan.com)

#### MISCELLANEOUS

a. **Assignment.**

Neither party may assign this Agreement or the rights there under without the prior written consent of the other party.

b. **Survival.**

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

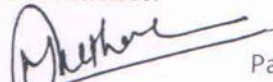
c. **Severability**

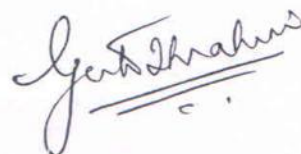
If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good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

d. **Independent Entities.**

MGMSBSCN and NN 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 Agreement and the documents referenced or incorporated herein or any other document, correspondence or agreement concerning this programme between the Parties and/or their employees, the terms of this Agreement will prevail.

f. **Entirety.**

This Agreement 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.**

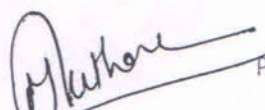
The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of both the parties. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modification/changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

h. **Counterparts.**

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

i. **Dispute Resolution.**

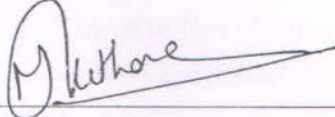
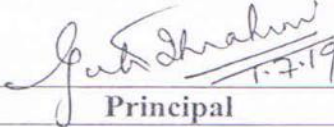
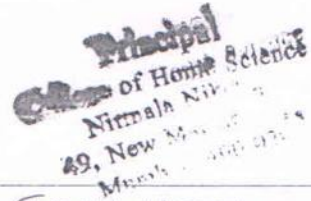
In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute shall be first settled amicably by mutual discussion between the Director of MGMSBS and



Principal of NN 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.



Now, therefore, for and in consideration of the foregoing premises the parties have signed the Memorandum of Understanding on Thursday of 4<sup>th</sup> April 2019.

PARTIES

 Director	 Principal
MGM School Of Biomedical Sciences, Navi Mumbai, (A Constituent Unit Of MGM Institute Of Health Sciences), Sector 1, Kamothe Navi Mumbai-410209	Nirmala Niketan College of Home Science, 49, New Marine Lines, Mumbai- 400 020 
Dr. Mansee Thakur	Dr. GEETA IBRAHIM.

Director  
MGM School of Biomedical Science  
Kamothe, Navi Mumbai

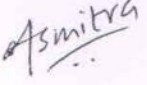
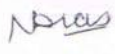
WITNESS

- Dr. Mini Mol P. 
- Dr. Priyanka P. 

Dated - 4/4/19.



WITNESS

- Anuradha Mitra 
- Noella Dias 

Dated 4/4/19

MGM SCHOOL OF BIOMEDICAL SCIENCES

Inward No. MGM/SBS/ 660

Date 21/2/24

Receiver Signature *JL*





महाराष्ट्र MAHARASHTRA

2023

64AA 410753



## MEMORANDUM OF UNDERSTANDING

Between



MGM SCHOOL OF BIOMEDICAL SCIENCES, NAVI MUMBAI  
 (A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES)  
 (Deemed University u/s 3 of UGC Act 1956)  
 Grade "A++" Accredited by NAAC  
 Sector 1, Kamothe Navi Mumbai-410209, Tel.No.022-27437631, 27432890

And

heartfulness  
 purity weaves destiny  
 INSTITUTE

Heartfulness Institute, Kanha Shanti Vanam, Kanha Village, Nandigama Mandal, Rangareddy district, Telangana, Pin: 509325

- ii) MGMSBS, NM intends to procure training and experiential learning services provided by HI on the terms agreed to herein, in order to stimulate and facilitate the development of programmes/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, HI and MGMSBS, NM in support of their interest in the





field of education are desirous of promoting mutual cooperation by organizing and conducting educational workshops for mental, spiritual and psychological well-being of its students, and desire to extend the basis for friendly and cooperative collaboration by way of this MOU.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES

- 1.1. MGMSBS, NM desires to create a precedent by offering suitable and pertinent learning and offerings to its students so as to enable them to lead their lives with MGMSBS, purpose and be of help to the society at large. MGMSBS, NM has represented that it is a leading university that offers high quality education and its priority is to provide its students values, inner development enabling them to perform better in their education & be leaders in nation building. It seeks to provide its students basic life skills to manage challenges in their relationships, avoid intoxicating abuses, digital dependence and deal with stress of modern life. It aims to enable their students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfilment. This will directly enhance their academic and work performance and create a harmonious environment within MGMSBS, NM.

- 1.2. HI has agreed to be helpful in such mission through its offerings as lies out in Schedule 1 ("Offerings").

- 1.3. Both the Parties, hereby express their commitment to collaborate with each other to conduct (i) educational, (ii) Heartfulness relaxation, meditation and (iii) other connected wellness workshops to help students' teachers to regulate their minds, moderate their tendencies, increase their concentration, sharpen the use of their will, introspect and self-analyses and accept people and situations in general, (iv) Integrative Research. Through such workshops and Offerings of HI, they intend to help the students to improve their learning skills and behavior, and inculcate humility, emotional maturity, confidence, stress management, self-awareness and most importantly, develop a sense of purpose towards life, as a research point to provide the scientific knowledge.

2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/facilitator ("Facilitators") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the MGMSBS, pose and objectives envisioned under this MOU.

3. RESOURCES

- 3.1. MGMSBS, NM shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HI, by a establishing a (i) heartfulness corner in their library, and (ii) meditation practice room, and by providing such audio-visual equipment





and other facilities as shall be required for conduct of the workshops and/or programmes with respect to the Offerings.

- 3.2. HI shall nominate such teachers, trainers and support staff as it deems necessary for conducting and providing training to participants at these workshops and programs pursuant to this MOU.
- 3.3. HI shall provide support to orient MGMSBS, NM's teachers to conduct the sessions as advised by HI for the students at MGMSBS, NM and shall provide such external support as required. Through these Offerings HI will make students at MGMSBS, NM understand values and their role in improving the quality of their life and enable them to impart spiritual training as an extended activity in its institutions as and when feasible.
- 3.4. The Parties agree to distribute reading materials/ promotional/ literature to the participants, through any means including but not limited to audio and/or video recordings, books and magazines as deemed fit by HI. HI shall share the content of such reading materials, literature, video recordings and other such material with MGMSBS, NM, before distributing the same to the participants.
- 3.5. The Parties further agree that at HI's discretion, they shall set up stalls at the program venue to distribute promotional items including but not limited to clothing, apparel, mementoes, brochures, other merchandise and/or articles and details of the programme etc.
- 3.6. The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by HI which will be adhered to by HI during the term of this MOU.

#### 4. OTHER OBLIGATIONS OF MGMSBS, NM

- 4.1. MGMSBS, NM shall extensively promote HI Offerings so that greater populace of students in MGMSBS, NM shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, MGMSBS, NM may make all or any part of the Offerings, as applicable, a part of their curriculum for the students on a mutually agreed basis between the Parties.
- 4.2. MGMSBS, NM shall:
  - i) Take initiatives such that its students shall attend the sessions conducted by HI with an objective to help them develop ideal value systems within to make them global citizens;
  - ii) Facilitate students to integrate and imbibe such values into their lives and education;
  - iii) Jointly conduct surveys at regular intervals to find the effectiveness of the programs conducted pursuant to this MOU;
  - iv) Encourage its students, faculty, staff and administration to share written, audio and/or video testimonials with respect to any training programs, workshops or seminars conducted by HI;



## 5. FINANCIAL UNDERSTANDING

5.1. HI shall provide its services with respect to Heartfulness meditation practices on free of charge basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited training programs, workshops and faculty shall be charged in the following manner. MGMSBS, NM shall bear the expenses:

- i) relating to the Offerings in terms of material, recommended readings, library heartfulness corner, meditation room(s) to be used by students and teachers at MGMSBS, NM shall be borne by MGMSBS, NM and the same would be set up as per the recommendations made by HI.
- ii) for training programs for faculty and students organized at HI centers, wherein an appropriate per diem expense would be undertaken by MGMSBS, NM for boarding and lodging of the participants.

### 5.2 Logistic:

MGMSBS, NM shall reimburse all expenses with respect to (i) all actual to and from travel expenses, including but not limited to train, bus, flight and taxi, borne by all the HI trainers and special guests who are invited to MGMSBS, NM for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. MGMSBS, NM shall provide accommodation facilities to such trainers and special guests. HI shall provide such guidelines as necessary.

*[Handwritten signatures]*

## 6. TERM

- 6.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of MGMSBS, NM or such other premises as may be mutually agreed upon in writing.
- 6.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of five (5) year thereafter.
- 6.3. This MOU shall terminate after completion of the term of one year from the Execution Date, without any financial obligations of Parties, except for any pending reimbursements and costs as provided herein.
- 6.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.
- 6.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.
- 6.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.





## 7. ASSIGNMENT

This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

## 8. INTELLECTUAL PROPERTY

8.1. Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.

8.2. All intellectual property rights including all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect ("IPR") with respect to (a) "Heartfulness", (b) "Heartfulness Relaxation", (c) "Heartfulness Meditation", (d) "Heartfulness Cleaning", their techniques and/or connected procedures therein and (e) the title and content/modules or any other information shared with MGMSBS, NM, its staff, students and teachers, as the case may be, as part of the Offerings of HI, and (f) other trademarks belonging to HI or of those of its associates, (collectively referred to as "Heartfulness IP") as and when used by HI under license shall always vest with HI or its associates, as applicable. HI reserves the right to use the same internally or externally at its sole discretion.

8.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to MGMSBS, NM. MGMSBS, NM shall only use such Heartfulness IP or any part thereof, in the manner and form previously approved in writing by HI and in coordination with and assistance of HI authorized representatives.

8.4. HI reserves the right to modify, change or improve such Heartfulness IP in the manner it deems fit and implement such changed versions of Heartfulness IP or wellness techniques at any time during the term of this MOU.

8.5. The Parties agree that all ownership rights in any and all testimonials submitted in accordance with Clause 4.2 (iv) above shall vest with HI.

## 9. INDEMNITY

9.1. Except for cost reimbursements, the services provided by HI's with respect to the Offerings are on a mutual basis and free of cost. Only willing participants for their own wellbeing / self-development are required to participate. MGMSBS, NM may for development of its students make the HI programs, modules and/or workshops as part of its curriculum. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability



to anybody who participates and therefore no damage can arise therefrom. No indemnity is therefore provided herein. The Parties agree that HI programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.

- 9.2. In the event MGMSBS, NM breaches the terms of Clause 8 (intellectual property) of this MOU, HI shall be entitled to seek specific performance against the MGMSBS, NM for performance of its obligations under Clause 8 (intellectual property) of this MOU in addition to any and all other legal or equitable remedies available to it.

#### 10. GOVERNING LAW, JURISDICTION & ARBITRATION

10.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. In case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within [30 days], failing which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be English and place of arbitration shall be Hyderabad.

10.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction in Hyderabad shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

#### 11. MISCELLANEOUS

- [Handwritten signature]*  
*[Handwritten signature]*
- i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.
- ii) This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.
- iii) This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement.
- iv) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.
- vi) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.





- vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between HI and MGMSBS, NM and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It is on a principle-to-principle basis.
- viii) MGMSBS, NM agrees that the participants to any of the HI program shall participate voluntarily. The practices prescribed by HI are not substitutes for any medical prescription or medical advice, if any, recommended by any medical practitioner.

*Handwritten initials: HS, Mo, Hn, ny*  
 WITNESS WHEREOF the Parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For HEARTFULNESS INSTITUTE	For MGM SCHOOL OF BIOMEDICAL SCIENCES, MGMIHS
<i>Handwritten signature: Sairam</i>	<i>Handwritten signature: Mansee</i>
Dr Sairam Reddy Palicherla Director, Heartfulness Institute	Dr Mansee Thakur Director MGMSBS, NM

Witness 1: *Handwritten signature: Dr. Yogesh Patel*

**Director**  
 MGM School of Biomedical Sciences  
 MGM Institute of Health Sciences  
 Kamothe, Navi Mumbai- 410 209, India

Witness 2: *Handwritten signature: Dr. Himanshu Gupta*

**SCHEDULE- 1**  
 Scope of Work

Heartfulness Institute (HI) shall offer the following programs specifically developed for specific needs of the University:

1. Staff Training: HI shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of the MGMSBS, NM institutions at its campus. MGMSBS, NM may at its sole discretion make it compulsory for their faculty/staff. Initially, this would be a three-day program to introduce the Heartfulness Meditation Practice and how it can be integrated into best education practices. This wellness program can also be offered at Kanha Shanti Vanam, the world headquarters of Heartfulness located near chegur village, Rangareddy district with a residential programme facility on mutually agreed basis.
2. In-depth Faculty Training on Heartfulness Curricula: Following initial introduction, interested faculty would be provided a longer duration in-depth teacher training program to further enhance and develop the Heartfulness tools and Curricula. This program would be developed suitably by Heartfulness Education Trust and made available at Kanha Shanti Vanam / Heartfulness centers or on MGMSBS, NM campus on an ongoing basis on agreed intervals during the term of this MOU.





3. HELM (Heartfulness Enabled Leadership Mastery) curriculum for students: HI shall choose a college on MGMSBS, NM campus, NMs to begin an in-depth training for students. This would cover a [3 day] induction program and a [16-week] life-skills course which will be followed by subsequent foundational leadership programs such as 'Discover', 'Develop', 'Deepen', 'Dedicate' etc which can be included as credit courses. These are core Heartfulness programs conducted by certified Heartfulness trainers which will be experiential sessions of 60-90 minutes for each student group.
4. Internships for students: Faculty offering 'Heartful Electives' can design projects that aim to integrate ethical and contemplative aspects into particular student projects.
5. Leadership Conclave/Roundtable on Heartfulness Leadership: HI shall conduct a 3-day workshop for the senior management of MGMSBS, NM, including to limited to the vice-chancellors, registrars of MGMSBS, NM to shine some light on the relationship between meditation and education.
6. H.E.A.R.T: HI shall conduct a workshop for the faculty at MGMSBS, NM, to inspire them to teach in a reflective manner and also to help them integrate meditative aspects to their course design.
7. Heartfulness Meditation Workshop: HI shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at MGMSBS, NM through a 3-day experiential workshop.
8. Inner Well Being Workshop: HI shall introduce the experience of Heartfulness Meditation to counsellors and/or peer counsellors and provide them with techniques to help students handle situations in a calmer manner, through a 3-day workshop.





महाराष्ट्र MAHARASHTRA

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64AA 410755



**Memorandum of Understanding  
Between**

**MGM Institute of Health Sciences Trust, Navi Mumbai (MGMIHS)**

**And**

**Apollo Specialty Hospitals Private Limited (ASH)**

This **Memorandum of Understanding** (hereinafter referred to as the "MOU") is made and entered into as of the date of last signature below by and between:

**MGM Institute of Health Sciences Trust, Navi Mumbai (MGMIHS**, which expression shall include its subsidiary, successors and assigns) having its office at Mahatma Gandhi Mission Medical College, Sector 1, Kamothe, Kalamboli, Navi Mumbai, Maharashtra 410209 through its Authorized representative/ **Director of the First Part**

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



जिल्हा-१ Annexure-1

30 JAN 2024

पुस्तक क्रमांक ..... 13512 ..... दि .....  
..... H.p.o. Speciality Hospital, Put 14  
Kalambe  
Mayer Mannam

*Mannam*

*Mayer*

.....  
.....



And

**Apollo Specialty Hospitals Private Limited**, having its registered cum corporate office at 7-1-617/A, 615 & 616, Imperial Towers, 7<sup>th</sup> Floor, Ameerpet, Hyderabad- 500038 through its **Authorized Signatory**, Anubhav Prashant, COO- Apollo Cradle and Apollo Fertility, hereinafter referred as 'ASH', which expression shall include its subsidiary, successors and assigns) of the Second Part.

MGMIHS and ASH are jointly referred as the Parties or Institutions and individually referred by their name.

Whereas the Institutions intent to work together to develop a collaborative arrangement, whereby the institutions may participate in collaborative teaching, training, research and other agreed activities that further enhance the program as more particularly stated here in below and the relationship between the institutions.

And Whereas pursuant to various meetings and discussion the parties have agreed to conduct certain programs/courses jointly. The parties represent and warrant that the parties are within their respective rights to enter into and execute the present MOU and have been authorized to execute and enter into this MOU, which authorizations are annexed hereto as Annexure A collectively.

The "MGMIHS" and "ASH" shall be collectively referred to as "Parties" and individually as "Party" and shall mean and include their respective successors-in-interest and permitted assigns.

#### 1. WHEREAS:

##### **MGM Institute of Health Sciences Trust, Navi Mumbai (MGMIHS)**

The MGMIHS was established on 28<sup>th</sup> March 2006 with a futuristic vision to provide qualitative education by applying innovative and dynamic pedagogical techniques. Since inception, MGMIHS has focused on providing Health Care Services, Medical Education with utmost dedication and commitment. Service to society at the grass root level has been the basic vocation of MGMIHS along with education. MGMIHS has been instrumental in providing prompt and efficient health care services to the economical weaker sections of the society. The Teaching Hospitals and Medical Colleges underscore its commitment to human resource development and social health and welfare.


##### **Apollo Specialty Hospitals Private Limited (ASH)**

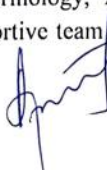
Apollo Specialty Hospitals Private Limited (ASH), is a subsidiary company of Apollo Health and Lifestyle Limited (AHLL), a company registered under the Companies Act and having its registered office at 7-1-617/A, 615 & 616, Imperial Towers, 7<sup>th</sup> Floor, Ameerpet, Hyderabad- 500038. AHLL in turn is a subsidiary company of Apollo Hospital Enterprise Limited (AHEL) a company registered under the Companies Act and having its office at 19 Bishop Gardens, Raja Annamalaipuram, Chennai 600006. ASH has all valid and subsisting approvals and licenses and is eligible to execute and enter into this MOU.

Apollo Fertility, is a brand of Apollo Specialty Hospitals Pvt. Ltd. (ASH), is a leading chain in the field of ART (Assisted Reproductive Technologies). ASH has started the brand Apollo Fertility in the year 2016, which has now over a period of 3 years established itself as a thought leader in the field of infertility medicine, and currently operates 12 centers across India. Apollo Fertility offers several specialized investigative procedures for infertility in men and women giving couples their very best chance of a successful pregnancy.

Backed by AHEL's 35-year legacy of clinical excellence and unbeatable expertise, ASH through Apollo Fertility brings to the table unparalleled commitment towards Assisted Reproductive Technologies and successful outcomes. Over the years the ASH team has been adding advanced treatments into its service offerings through the Apollo Fertility brand and has been keen in providing best possible treatments to the couples.

With world class embryology laboratory and best possible protocols and dedicated Embryologists, ASH has been able to achieve far better success rates in comparison to the industry benchmarks. ASH team includes specialists in Fertility, Reproductive Medicine, Reproductive Endocrinology, Andrology, Urology, Fertility Enhancing Laparoscopic Surgeons, Fetal Medicine and a supportive team of Clinical

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



Counsellors, Care Managers and Dieticians. ASH through Apollo Fertility has been making significant strides in its journey by having single minded focus on service to the patients.

The parties hereto acknowledge that the Parties have the required infrastructure and facilities including faculty, libraries, laboratories which, if associated with each other will only complement each other, enhance and improve the learning experience, provide a more comprehensive and detailed practical experience and training.

**NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:**

**1. Objectives of the MOU:**

The MGMIHS and Apollo Fertility agree:

- To develop managerial and academic skills in graduates to effectively administer IVF, Clinical Embryology, Gynecology departments and or units with the application of appropriate technologies and instructional strategies
- To offer certificate programs, Masters, fellowships, PG Diploma programs and short term courses to improve the employability skills;
- To conduct jointly training programmes, workshops, seminars, and other awareness activities in the area of reproductive health and medicine which are mutually agreeable.

**2. Areas of Collaboration:**

- Providing certificate program in ART (Assisted Reproductive Technology).
- To cooperate in the exchange of information through lectures and practical's relating to their activities in field of mutual interest.
- To cooperate in exchange of information through lectures and practical's by Apollo's experts for 30 days MSC clinical embryology in Semester II and Semester III at both campuses.
- To provide awareness and interaction through conducting talks and workshops.

**3. The Program**

The Programs under this present MOU covers the following courses: -

- (i) M.Sc. Clinical Embryology (Duration 2 Year)
- (ii) Certificate Programmes (Duration 6 month or 1 month)


The courses entail theory and practical training. The parties agree and undertake that the parties will jointly conduct the program and the courses thereunder. The courses will be conducted at the premises of both the parties as per the required and available expertise, infrastructure and facilities. The Parties agree and acknowledge that the facilities and infrastructure of the Party's compliment and support each other and thereby provides and supports a more complete, comprehensive and advanced course/program. The courses shall be run at the premises of both the Parties and the students shall be permitted to use the facilities under supervision during the term of the course.

The Parties agree that the experts of ASH shall visit the MGMIHS premises as visiting/ honorary faculty, the schedule of which shall be synchronized.

The students will be permitted to use the laboratories of ASH at Apollo Fertility as per the schedule agreed upon. Such visits will be under the supervision of the MGMIHS faculty. Apollo agrees that the said faculty visiting the laboratories shall be trained by the experts of Apollo.

**4. Administration:**

The Authorized Signatories of both MGMIHS and ASH shall jointly administer and supervise the program and the courses under this MOU. The parties will be responsible for developing and carrying out a joint action plan and making regular reports on the implementation of this MoU to the Head of Department of Clinical Embryology (MGMSBS, Navi Mumbai), MGMIHS.

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





## 5. OBLIGATIONS OF PARTIES

MGMIHS and ASH through its Apollo fertility have agreed that in support of their mutual interest in the field of education & community service, both the Parties shall undertake the following obligations.

### A. Obligations of MGMIHS:

- MGMIHS shall design and implement short term courses / certificate courses through MGMIHS for PG students and post graduates as approved by the Board of Management.
- Enhancing coverage and reach of infertility cases through the outreach program in the villages, among students, staff & faculty.
- Provide technical support and expertise in developing courses for fellowship, short term, and certificate courses
- Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
- Exchange of information through lectures and practical by faculty or subject experts of MGMIHS for 30 days each in MSc in Clinical Embryology program for Semester II and Semester III at campuses.
- To arrange for and make available the required classroom/s for provision of training/lectures to the enrolled students as may be mutually agreed from time to time.
- To conduct assessment / examinations, evaluation and issue certificates to the trainees after completion of the training / course.
- To prepare marks memos and dispatch the diploma certificates to the candidates.

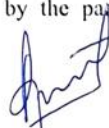
### B. Obligations of Apollo Fertility /ASH

- Provide technical support and facilities including but not limited to laboratory facility for the students under the fellowship program
- Provide technical support and facility for the students for short term courses / certificate courses through MGMIHS for ART to UG and PG students.
- Provide technical support and training facility for the faculty visiting the laboratories along with the students for the short-term courses / certificate courses through MGMIHS for ART to UG and PG students.
- Provide technical support and expertise in developing courses for fellowship, short term, and certificate courses.
- Provide diagnosis at mutually agreed costs and treatment to the economically challenged people affected by infertility which are in congruent to the organizations mission.
- Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
- Exchange of information through lectures and practicals by experts for 30 days each in MSc in Clinical Embryology program for Semester II and Semester III at both campuses.

### C. Joint Obligations of Apollo Fertility/ASH and MGMIHS

- To make joint efforts and take care of promotional activities, for wide publicity of the courses being conducted under this Understanding
- Both institutions agree to supply work space, library and technical facilities to the students as per the need and requirements.
- The parties agree that the consultancy and travel expenses related to the visits for lectures/sessions, talks and workshops will be reimbursed by the host institute on mutually agreed terms.
- Both the parties agree and undertake jointly and independently to organize conferences, workshops, seminars etc. The faculty, students and staff shall be encouraged to participate in such activities so as to interact with each other for their academic and professional growth.
- Various programmes, seminars and events may be conducted by the parties with information to each other in advance, as and when required

  
Dr. Rajesh B. Goel  
Registrar



- The parties agree to make efforts to exchange staff / students for their projects and provide support, train the faculty and staff of MGMIHS with laboratory working and functioning.
  - The parties agree to help each other to establish and develop laboratories, research centers, etc. as and when required including after the termination or determination of this MoU.
  - The parties agree for exchange and sharing of technical and scientific data and research material, solely for the purpose of education and research.
  - Faculty of MGMIHS and Apollo Fertility depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc., and Ph.D. programmes at MGMIHS and Apollo Fertility as the case may be.
6. For the purpose of facilitating the implementation plan of this MoU, both the parties agree to have regular communication and correspondence, all of which shall be also copied to the Department of Clinical Embryology (MGMSBS, Navi Mumbai), MGMIHS and the Head of Apollo Fertility, ASH. Only writing communications shall be considered as valid official communications.
7. This MoU shall be effective and comes into force upon signature of the authorized signatories of both the parties. It shall be subject to revision only by a written and duly executed agreement/addendum between two parties.
8. **Committee:**  
The MGMIHS and Apollo Fertility shall appoint the Coordinators/Authorized representatives in their respective offices who shall be responsible for coordinating all communication, supervising and directing the implementation of the MoU. Activities like examination, admission, administrative matters will be monitored through a committee of MGMIHS. The authorized representatives and or coordinators shall jointly supervise the program and courses, and file reports in respect thereof to the Committee. The committee shall place the reports before the Board of Management or the Board of studies or Academic Council as required.
9. **Duration:**  
The MoU shall become effective from February 1, 2024 ('Effective Date') and this document is executed by the authorized officials of both the parties and shall remain in force for a period of **one year** ('Term'). Upon the completion of this term, the MoU may further be renewed for a mutually agreed period upon the assent of both the parties.
10. **Financial Provisions:**  
**Fees and Expenses**  
The parties shall in consultation jointly decide upon the fees and other charges for the courses. The parties agree that the programs are the joint responsibility of the parties and are being conducted jointly at the premises of the parties. The parties have agreed and undertaken to comply with their respective duties, obligations listed herein and have agreed to incur the expenses for the same. The expenses required to run the programs shall be incurred from the revenue share or from the parties own resources if the expenses exceed the revenue share. The respective duties/responsibilities of the parties program wise are listed below: -

#### LECTURES & PRACTICALS SCHEDULE FOR M.Sc. CLINICAL EMBROLOGY

MGMIHS Lectures Theory / Practical	APOLLO INFERTILITY Lectures Theory /Practical
Relevant Gross Anatomy	Infertility & Ovulation induction methods
Histology	Quality assessment, statistics, handling data, ethics, legislation

Dr. G. Josh B. Goel  
Registrar  
MGM Institute of Health Sciences  
(Deemed University as per UGC Act, 1956)  
Navi Mumbai- 410 209



Genetics and Reproductive Hormone	IVF procedure
General & Systemic Embryology	Introduction to IVF lab
Research Methodology & Biostatistics	Techniques used in IVF Lab
Biochemistry including steroid metabolism	ICSI
Dissertation / Project guidance	Dissertation / Project guidance

**Fee Share: -**

MGMIHS will collect the fee (as decided as this clause) from students and shall pay the fee share to ASH's Apollo Fertility within 30 days after the last date for receiving fees from the students. Payment shall be subject to TDS as per applicable rate.

**The parties agree to share the fees as under:**

Course	Tuition Fee	Apollo Fertility Share	MGMIHS
M.Sc.Clinical Embryology	INR 3,00, 000/-	25%	75%
Certificate Programmes	Mutually agreed Fee	50%	50%

Cost of GST if any applicable shall be borne by MGMIHS.

**11. AMENDMENT, DURATION AND TERMINATION OF MOU**

11.1 The tenure of MoU may be extended with mutual agreement of the parties and on terms and conditions as are mutually negotiated and agreed by and between the parties.

11.2 This MoU may be amended at any time only by a written document/ amendment in writing signed by the parties and with the prior mutual consent of both the parties. The parties agree that any amendment to the MOU shall be in writing and signed by the authorized person of the parties. The amendment shall be in the form of an addendum. The parties agree that the other terms and conditions of the MOU shall remain valid, effective and binding on the parties.

11.3 This MoU may be terminated by either party by the provision of prior written notice of termination of 30 days to each other. However, both parties agree that all continuing obligations to stake holders, are met in full subsequent to the notice of termination

11.4 The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to either party prior to the termination date.

**12. MISCELLANEOUS**

12.1 If any provision of this Memorandum is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this MoU shall continue to be valid as to the other provisions therefore and the remainder of the effected provision.

12.2 Nothing in this MoU constitutes or to be construed a party as the partner, agent, employee or representative of the other party. A party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.

12.3 The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.

Dr. Rajesh B. Goel  
 Registered Medical Sciences  
 MGM Institute of Health Sciences  
 Deemed University u/s 3 of UGC Act, 1956  
 Navi Mumbai- 419 209

*[Signature]*



12.4 Parties shall conduct their activities following all the statutory regulations and law of the land in letter and spirit

**13. Assignment.**

Neither party may assign this Agreement or the rights there under without the prior written consent of the other party.

**14. Order of Precedence.**

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

**15. Entirety.**

This Agreement 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.

**16. Counterparts.**

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

**17. Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of faculty. The parties after due discussion shall try their level best to resolve the disputes arising out of this agreement, 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 venue and place for arbitration shall be Hyderabad. Proceeding of arbitration shall be in English. Decision of the arbitrator shall be final and binding upon both the Parties. Cost of arbitration shall be bear by the Parties jointly.

**18. Jurisdiction:**

If the dispute cannot be settled by the above process, the courts located at Mumbai could be approached for adjudication.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:

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



**PARTIES**

On behalf of:  
Apollo Specialty Hospitals Pvt. Ltd.

Anubhav Prashant  
COO- Apollo Cradle & fertility  
Date:

On behalf of  
MGMIHS

Dr. Rajesh B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209


**WITNESS**


1.

2.

**WITNESS**

1. Dr. Mini Moh 

2. Ms. Rafiya  
Sangameshwari 

3. Dr. Mansee Thaker 



**MP Biomedicals India Pvt. Ltd.**

Plot : C-57/3, TTC Industrial Area,  
Pawane Village. Next to Mayur Cold Storage,  
Turbhe, Navi Mumbai - 400 705.

CIN No. : U24100MH2009PTC191394  
Tel. : 91 22 27636921 / 22 / 25  
Email : sales.india@mpbio.com  
Web. : www.mpbio.com

Ref. MP/Ack-Doc/24-25/01-SPINeasay

To

The Director Research

Mahatma Gandhi Mission Institute of Health Science

**Subject: Acknowledgement of Memorandum of Understanding (MOU)**

Dear Dr. Chandramani Pathak

I am writing to formally acknowledge the receipt and acceptance of the Memorandum of Understanding (MOU) between MP Biomedicals India Pvt. Ltd. and Mahatma Gandhi Mission Institute of Health Science dated 19-01-2024.

We appreciate the collaborative effort and dedication put forth by both parties during the negotiation and drafting of the MOU. This document reflects the mutual understanding, commitments, and expectations between our organizations as we embark on this joint venture.

As agreed upon, this MOU outlines the key terms, responsibilities, and shared objectives that will guide our collaboration. We believe that this partnership holds great potential for mutual growth and success, and we are committed to fulfilling our roles and responsibilities as outlined in the document.

We would like to express our gratitude for the open communication, transparency, and professionalism exhibited by team throughout this process. We look forward to a fruitful collaboration that leverages the strengths of both organizations and creates a positive impact on our respective goals.

Please consider this letter as our formal acceptance of the terms and conditions outlined in the MOU. We anticipate a successful and harmonious partnership and are committed to ensuring the effective implementation of the agreed-upon initiatives.

If there are any additional steps required from our end to formalize this understanding, please inform to us. We are eager to commence the next steps outlined in the MOU and begin this collaborative journey.

Thank you once again for the opportunity to work together. We are confident that this partnership will bring mutual benefits and contribute to the success of both our organizations.

**Copy To**

- Dr. Rajesh B Goel (Registrar) - Mahatma Gandhi Mission Institute of Health Science
- Dr. Mansee Thakur (Director) - Mahatma Gandhi Mission Institute of Medical Sciences
- Copy of "Memorandum of Understanding" attached.

For MP Biomedicals (I) Pvt. Ltd.

*Siddharth Singh*  
Mr. Siddharth Singh  
(General Manager & Country Head)



# MEMORANDUM OF UNDERSTANDING

BETWEEN



**MGM Institute of Health Sciences, Kamothe,  
Navi Mumbai**

AND



**MP BIOMEDICAL INDIA PRIVATE LIMITED, TURBHE, NAVI  
MUMBAI**

  
**Dr. Rajesh B. Gadh**  
Registrar

**MGM Institute of Health Sciences**  
(Recognized University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209



This Memorandum of Agreement ("MOU") is made and entered into as of 1<sup>st</sup> December 2023 between

**MGM Institute of Health Sciences** ("MGMIHS"), with its offices in MGM Campus, Sector 1, Kamothe, Navi Mumbai-410209, Maharashtra State (INDIA) through its constituent institution **MGM School of Biomedical Sciences**.

AND

**MP Biomedical India Private Limited** ("COMPANY") a Private Limited organization with its offices in Plot No C-57/3, TTC Industrial Area, Pawane Village, Turbhe, Navi Mumbai 400705, MAHARASTRA STATE (INDIA) represented by **Mr. Siddharth Shankar Singh**, Director and General Manager India. (MGMIHS:- Is it a Indian company ? Where is registered office? Registered under which law?)

The Company is a global life science company with headquarters in California and regional offices across the globe. The company offers a diverse portfolio of life science products, fine chemicals, and diagnostics products/reagents used in industries ranging from basic research to clinical diagnostics and pharmaceuticals. Over the past 50 years, the company has provided quality tools and expert services to assist its customers in making breakthrough discoveries and achieving scientific excellence. The Company carries on product development, Quality control, manufacturing and commercialization to advancing life sciences research for sustainable development into the following criterias:

- Life science research products
- Diagnostic assays and reagents
- Custom manufacturing of chemicals and biochemicals
- Life Sciences
- Diagnostics
- Pharmaceuticals

- Food & Environmental Testing

**MGMIHS** is a Deemed to be University which was established in the year 2006. MGMIHS has been accredited as A++ Grade University by National Assessment and Accreditation Council (NAAC). MGMIHS was awarded Category-1 University and included under section 12B by UGC, Govt of India. MGMIHS has a SIRO recognition by the DSIR DST, Ministry of Science & Technology, Govt of India. MGMIHS was ranked in 150-200 in University category of NIRF, India ranking 2023. The Vision of MGM Institute of Health Sciences aims to be a top-ranking center of Excellence in Health Science Education, Health Care and Research to provide better, safer and affordable ways of diagnosing, treating and preventing diseases in an endeavour to achieve its aim i.e "To wipe every tear from every eye".

MGMIHS offers Undergraduate, Postgraduate and Ph.D. program in different disciplines of health and allied sciences. MGMIHS has 10 constituent institutions (Medical, Biomedical, Physiotherapy, Nursing, Pharmacy, Prosthetics & Orthotics) consisting 02 campuses, namely Navi Mumbai, and Aurangabad. MGMIHS has NABH accredited hospital and NABL certified Advanced Center Clinical laboratories at both the campuses. MGMIHS has well-equipped SIRO recognized research laboratories including Central Research Laboratory; Sleep Medicine and Research Centre; OMICS Research Centre; Centre of Human Movement Science and Animal House for accelerating basic and translational research, quality of education, skilling and innovation for societal benefits.

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. The parties aim to leverage their respective strengths, resources, and knowledge to advance research, innovation, and development in areas of medical education, health sciences and other similar areas of mutual interest;

Whereas the parties through this MOU shall make all reasonable endeavors to enhance relationships of industry & academia for accelerating research and education.



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 Company is desirous of validating to validate their product namely Biochemical assay kit developed for isolation of DNA, RNA from Saliva, Blood and Bactria (mTB) and RNA from the human epithelial tissue (residual normal tissue) with the clinical samples from MGMIHS Central Clinical Laboratory (NABL accredited lab) to ascertain the potential applications for the research validation of the product for development of diagnostic/Biochemical assay kit.
- The nature of Project is a Consultancy project for product validation of defined number of samples on the cost basis (budget of Rs 5.4 Lakhs). (Appendix-1)
- Both the parties MP Biomedical Pvt Ltd and MGMIHS through the MGM School of Biomedical sciences shall make all reasonable endeavours to improve and enhance industry academia collaborations for skill development of PG and PhD students through lectures, seminars, visits and interactions.

**2. TERM OF THE MOU: -**

This MoU is valid for a period of 3 year from the date of execution, unless terminated with prior notice.

**3. IMPLEMENTATION:**

  
**Dr. Rajesh B. Geel**  
Registrar

### 3.1 Responsibilities of the company

- The entire cost of product development and validation shall be borne by the company i.e MP Biomedicals Pvt. Ltd.
- The Company will work with MGMIHS to test and validate its kits for efficacy and efficiency of product for accuracy in real life scenarios and product development.
- The Company will provide scientific staff to visit MGMIHS time to time whenever required for discussion of experimental validation or validation of the improvements/modifications.
- The Company and scientific staff agree and undertake to follow the ethical and good laboratory practices guideline as per MGMIHS norms.

### 3.2 Responsibilities of MGMIHS

- Principal Investigator and co-investigators of the project along with two PG/PhD students will conduct product validation experiments at the MGM School of Biomedical Sciences, MGMIHS, Navi Mumbai.
- Principal Investigator and co-investigators will share the protocol, technical problem and results time to time with application scientist of MP Biomedicals Pvt. Ltd.

### 3.3 Cost of Testing and Validation:

1. The entire cost of product development/improvements is being borne by the MP Biomedicals Pvt. Ltd. MGMIHS shall be associated with product validation at the laboratory level provided as constancy project.
2. The parties agree and acknowledge that the total cost of product validation/testing of approximately INR 5,40,000/- (Five lakhs forty thousand only) for approx 360 sets of samples is and shall be paid to MGMIHS as consultancy charges for research project. The budget has been appended separately as Annexure 1.
3. All the necessary consumables, plastic wares, chemicals and small equipment (if needed) will be provided by the MP Biomedicals Pvt Ltd.



4. The product will be validated on provided number of patients samples provided voluntary consent as per ethical guideline.

#### **3.4 Terms & Condition for Payment:**

- The company will make the payment 50% of the total cost of the product validation/testing in advance and in any event within 30 days of signing this MOU. The remain 50% amount shall be paid on the notification of completion of 75% work by the principal investigator through the proper channel to the company. The company will receive product validation report after completion of 100% payment.
- 3.2. The final results/research data will be confidential between two parties and shall in no event whatsoever be shared with any third party. The company agrees and accepts that the confidentiality of the individual patient consent/identity will never be disclosed to the company as per MGMIHS ethical guideline.

#### **3.5 Data Sharing: -**

- The data of either of the party being submitted from one party to the other i.e between the Company & MGMIHS, is considered as a confidential data and need not be separately mentioned as "confidential" in any transactions between the parties.
- The data/testing data for validation of the product will at all times be owned by company and MGMIHS. The company agrees and accepts that it shall at no point have any rights or interest to manipulate the said data/testing data.
- The company agrees and accepts that name of MGMIHS will not use in the product and market without permission and separate agreement.

#### **4. INTELLECTUAL PROPERTY: -**

- 4.1. Both parties acknowledge that all Intellectual Property Rights in the project and anything incidental thereto belong to the Company solely and exclusively and that this Agreement does not and is not intended to confer any financial loss or profit upon

MGMIHS, nor any right, title or interest in any of the aforementioned intellectual property and/or Confidential Information in any manner whatsoever.

- 4.2. All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party only for purposes and time duration covered by this MOU. The parties agree and undertake to obtain prior written consent from the other party/owner of the property before using it for purposes not covered by the MOU. MGMIHS will be part as a clinical partner in any patent that arises out of this study without any financial sharing.
- 4.3. The Company and MGMIHS both parties will follow the ethical guideline for maintaining confidentiality of the data of human subject.

## 5. TERMS & TERMINATION:

This MOU shall be in effect for a period of 3 year from the date of its execution. Either party may terminate this MOU immediately upon written notice to the other party if the other party materially breaches any of its obligations under this MOU and fails to cure such breach within Thirty (30) days after written notice with clear explanation of deficiency.

## 6. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:-

1. For MP Biomedicals India Private Limited:

**Mr. Siddharth Shankar Singh**, General Manager, MP Biomedicals , Plot No C-57/3, TTC Industrial area, Pawane Village, Next to Mayur Cold Storage Turbhe, Navi Mumbai – 400707  
Phone No +91-22 27636921

Email: [siddharth.singh@mpbio.com](mailto:siddharth.singh@mpbio.com)

2. For MGM Institute of Health Sciences

Dr. Rajesh Goel, Registrar, MGM Institute of Health Sciences, Sec- 1, Kamothe Navi Mumbai 410209: Phone No: +91-22- 27432471

Email: [registrar@mgmuhs.com](mailto:registrar@mgmuhs.com)



Such Principal Contacts may be changed in writing from time to time by their respective Employers.

#### 7. 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.

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.

#### 8. 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:

**MP Biomedicals India Pvt. Ltd,**

Address: Plot No C-57/3, TTC Industrial area, Pawane Village, Next to Mayur Cold Storage, Turbhe, Navi Mumbai- 400705, Navi Mumbai, Maharashtra, India

  
**Dr. Rajesh B. Gool**  
Registrar

**MGM Institute of Health Sciences**

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

**9. 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.**

The Company 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

  
**Dr. Rajesh B. Gadi**  
Registrar

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



**Mr. Siddharth Singh**

**General Manager, MP Biomedicals India Private Limited**

Date:

In presence of



**Mr. Tushar Khandale, MP Biomedicals India Private Limited**

**2. MGM Institute of Health Sciences, Navi Mumbai**



**Dr. Rajesh B. Goel**  
**Registrar**

**MGM Institute of Health Sciences**  
Recognized University u/s 3 of UGC Act, 1956  
Navi Mumbai- 410 209





**Dr. Rajesh B. Goel**  
Registrar

**Dr Rajesh B. Goel**  
Registrar, MGM Institute of Health Sciences, Navi Mumbai.  
19/11/24

Date: 19/11/24

In the presence of

Director  
Research & Development

1. Dr. Chandramani Pathak  
Prof & Director Research  
MGM Institute of Health Sciences,  
Kamothe, Navi Mumbai-410209, India

2. Dr. Mansee Thakur  
Director, MGM Institute of Biomedical Sciences  
MGM Institute of Health Sciences,  
MGM School of Biomedical Sciences  
MGM Institute of Health Sciences  
Kamothe, Navi Mumbai- 410 209, India

## Annexure 1

The proposed budget is as follows:

SN	Product Name	Samples size	Control & Experimental	Cost per test	Validation cost
1	Magbead DNA Kit for MTb	60	30+15+15	1500	90,000
2	SPIN easy DNA Kit for Tissue	60	30+15+15	1500	90,000
3	SPIN easy DNA Kit for Bacteria	60	30+15+15	1200	72,000
4	PIN easy DNA Kit for Saliva	60	30+15+15	1500	90,000
5	SPIN easy DNA Kit for Blood,	60	30+15+15	1500	90,000
6	SPIN easy RNA Kit for Tissue	60	30+15+15	1800	1,08,000
Sub Total					5,40,000/-
7	Ethical Clearance Charges	-	-	50,000	50,000
TOTAL					5,90,000

### Justification of Sample:

- 30 Experimental sample
- 15 Control
- 15 Gold standard Control (Positive Control) using well standard commercially available kit in the market.

  
19/01/2024  
Director

Research & Development  
MGM Institute of Health Sciences  
Kamothe, Navi Mumbai-410209, India

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**MGM Medical College and teaching hospital, Navi Mumbai  
constituent of,**

**MGM Institute of Health Sciences, Kamothe,  
Navi Mumbai**

AND



**Advanced Centre for Treatment Research and Education in  
Cancer Tata Memorial Centre, Navi Mumbai**







महाराष्ट्र MAHARASHTRA

2023

CA 596765



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of 20<sup>th</sup> February, 2024.

By and between

MGM Institute of Health Sciences ("MGMIHS"), with its offices in MGM Campus, Sector 1, Kamothe, Navi Mumbai-410209, Maharashtra State (India)

AND

Advanced Centre for Treatment Research and Education in Cancer, Tata Memorial Centre, Kharghar, Navi Mumbai, Sector 22, Utsav Chowk – CISF Rd, Owe Camp, Kharghar, Navi Mumbai – 410210





जोडपत्र-२ / Annexure - II'

मुद्रांक विक्री नोंदवही अनु-क्रमांक -१४६६५ दि. १५.०२.२०२४

दस्ताचा प्रकार **MOU**

दस्त नोंदणी करणार आहेत का होय / नाही  
मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्यांचे नाव व सही **MGM Institute of Health Sciences**

हस्ते असल्यास दुसऱ्या पक्षकाराचे नाव **HARSH SINGH**

मुद्रांक शुल्क रक्कम ५००/-

सौ. मंगला कृष्णा पगडे  
स्टॉप वेंडर, कळंबोली  
दुकान नं बी ९, सेक्टर ३ई/ए, कळंबोली, जि. रायगड  
परवाना क्रं ६/१९९६-९७

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याची त्याच कारणासाठी  
व खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.





Advanced Centre for Treatment Research and Education in Cancer Tata Memorial Centre, Navi Mumbai. and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas, MGMIHS is a “Deemed to be University”, which was established in the year 2006. The head quarter of the institute is located at Navi-Mumbai, Kamothe, Campus. MGMIHS was accredited A++ Grade University by National Assessment and Accreditation Council (NAAC). MGMIHS was awarded Category-1 Deemed to be University, by UGC and ranked in 150-200 in overall category of NIRF, India ranking.

And Whereas, the Vision of MGMIHS aims to be a top-ranking center of Excellence in Health Science Education, Health Care, and Health Research. In continuation, MGMIHS has a Mission as Students graduating from the Institute will have the required skills to deliver the quality health care to all sections of the society with compassion and benevolence, without prejudice or discrimination at an affordable cost. As a Research Centre, it shall focus on finding better, safer and affordable ways of diagnosing, treating and preventing diseases. In doing so, it will maintain highest ethical standards. *To wipe every tear from every eye.* MGMIHS believes in Gandhian Philosophy.

And Whereas, the MGMIHS offers Undergraduate, Postgraduate and Ph.D. program in different disciplines of health and allied sciences. MGMIHS has 10 constituent institutions (Medical, Biomedical, Physiotherapy, Nursing, Pharmacy, Prosthetics & Orthotics) consisting 02 campuses, namely Navi Mumbai, and Aurangabad. The MGMIHS has NABH/NABL certified Advanced Center Clinical laboratories, cutting edge well equipped Central Research Laboratory; Sleep Medicine and Research Centre; OMICS Research Centre; Centre of Human Movement Science and Animal House for supporting education, research and development. The MGMIHS provides holistic approach & environment for disciplinary and Interdisciplinary research on health & allied sciences. MGMIHS has thrust area of research on Tuberculosis, Diabetes, Osteoporosis: Osteoporosis - Zebra fish - Vertebrate Model Developed for Nano Toxicology Drugs Screening, Mental health & yoga, Physiotherapy, Biomechanics, Radiation effect on fetus new born and children and Covid-19 etc. MGMIHS encourages and extends best possible supports for research and innovation, intensifying the partnership and collaborative research.

And Whereas, ACTREC is the state of art of R&D wing of the Tata Memorial Centre. It is located in the picturesque settings at the foothills of the Sahyadri Mountains in Kharghar, Navi Mumbai. ACTREC comprises of, the Cancer Research Institute (CRI), Clinical Research Centre (CRC) and Centre for Cancer Epidemiology (CCE), a setting that is unique in India and built and evolved with a vision to provide comprehensive cancer care to one and all, through its motto of excellence in services, education and research.

And Whereas, the Scientists in CRI undertake multi-pronged investigations into cancer biology, which address basic and translational research queries using human tumors, experimental





animals and cells in culture, with an aim to provide the tools for chemoprevention, early diagnosis, prognosis and therapy. Commensurate with these goals the research projects at CRI encompass the following thematic – Biomolecular Structure, Function and alteration; Cell and Tumor Biology; Carcinogenesis, Genome Biology and Precision Medicine; Therapy Resistance and Stem Cell Biology; Tumor Immunology and Immunotherapy; Cancer Theranostics and Clinical Pharmacology.

And Whereas, CRC has an important mandate of development of a structured post-doctoral educational programme in every clinical discipline of oncology. This includes Medical and Paediatric Oncology, Cancer Genetics, Bone Marrow and Stem Cell Transplant, Neuro-Oncology, Radiation Biology, High Precision Radiotherapy, Brachytherapy, Surgical Oncology, Surgical Pathology, Hematopathology, Anesthesiology, Microbiology, Radiology, Interventional Radiology and Clinical Research Methodology affiliated to the Homi Bhabha National Institute (a deemed university).

CCE: The Centre for Cancer Epidemiology is commissioned with a focus to assess and evaluate the cancer burden in the country.

Funding: The clinicians, clinician scientists and basic scientists of the Centre are engaged in a large number of clinical trials and audits; as well as institutional, intramural and extramural projects.

The trials involve collaborations between the Centre various other academic institutes and industry. Funding support for most projects come from either the Centre itself or from governmental funding agencies such as DST, DBT, ICMR, etc. While some of the studies are stand alone, the vast majorities are collaborative projects involving close interaction between scientists and/or clinicians within and outside the Centre; some are multicentric international projects.

These three centers have specific agendas, focus and unique capabilities. They work independently and in collaboration towards a common goal i.e., to advance research on all aspects of cancer, improve diagnosis, predict prognosis and treatment outcome of cancer patients, prolong their survival and ultimately cure cancer

And 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.

And 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.





And 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. Research: To engage in collaborative research projects and jointly supervised PhD projects and to initiate interdisciplinary research project.
- ii. Training of post-graduates of MGMIHS in Medical Oncology, Oncosurgery, Oncopathology and Radiotherapy, Oncoanaesthesia, Microbiology, Radiology and Interventional Radiology
- iii. Training of nursing and other students of allied branches of MGMIHS in various disciplines of Oncology.
- iv. Clinical assistance and expertise of MGMIHS consultants in management of cancer patients (adult and children) of ACTREC in various sub- specialities such as cardiology, nephrology, neurology, endocrinology etc, as ACTREC being a standalone cancer hospital, does not have such expertise.

**2. IMPLEMENTATION**

- i. All programs or activities implemented under the term of this MOU 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.

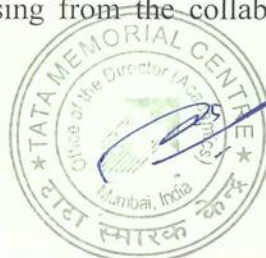
#### 4. INTELLECTUAL PROPERTY

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. The program ideas, innovations, pilots, practices developed by any one party prior to this MoU or independent of each other will be kept confidential, and will not be copied, imitated, replicated or shared by the other party without written consent of the originator party.
- v. 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 coming out of the joint research shall be jointly published. 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.

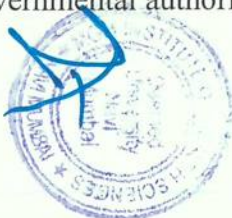
- ii. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

## 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:

**The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC)**

Address: Kharghar, Navi Mumbai, Maharashtra, 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**

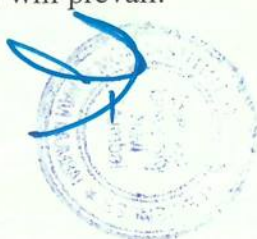
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d) **Independent Entities.**

ACTREC 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. 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. **Advanced Centre for Treatment Research and Education in Cancer TATA Memorial Centre, Navi Mumbai.**



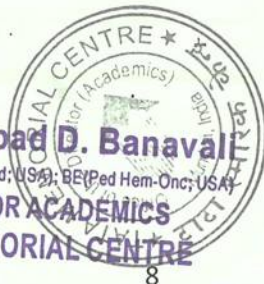
Dr. Sripad D Banavali  
Director Academics  
TATA Memorial Centre.

Date:

20/2/24

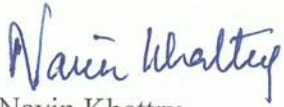


**Prof. Shripad D. Banavali**  
MD(Med; Bom); BC(Ped; USA); BE(Ped Hem-Onc; USA)  
**DIRECTOR ACADEMICS**  
**TATA MEMORIAL CENTRE**





In presence of,



Dr. Navin Khattry,  
Deputy director,  
ACTREC.

Date: 20/2/24.

## 2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel,  
Registrar,  
MGM Institute of Health Sciences,  
Navi Mumbai.

Date: 20/2/24



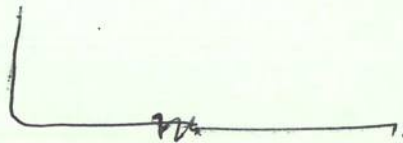
  
**Dr. Rajesh B. Goel**  
**Registrar**  
**MGM Institute of Health Sciences**  
**(Deemed University u/s 3 of UGC Act, 1956)**  
**Navi Mumbai- 410 209**

In presence of

1. Dr. Shashank Dalvi  
Vice Chancellor,  
MGM Institute of Health Sciences,  
Navi Mumbai.



2. Dr. Sudhir N Kadam,  
Medical Director,  
MGM Institute of Health Sciences,  
Navi Mumbai



3. Dr. G.S. Narshetty,  
Dean,  
MGM Medical College,  
Navi Mumbai



भारतीय गैर न्यायिक

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महाराष्ट्र MAHARASHTRA

2023

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2 APR 2024

April 3, 2024

**Memorandum of Understanding**

**Between**

**Mahatma Gandhi Mission Institute of Health Science (MGMIHS),  
Sector 1, Kamothe, Navi Mumbai, Maharashtra 410209**

**And**

**Apollo Hospitals Enterprise Limited, Parsik Hill Rd, Sector 23,  
CBD Belapur, Navi Mumbai, Maharashtra 400614.**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into as of the date last signature below by and between:

**Mahatma Gandhi Mission Institute of Health Science, Kamothe, Navi Mumbai (MGMIHS)** Which expression shall include its constituent units/Medical Colleges and Hospitals) having its office at Sector 1, Kamothe, Navi Mumbai, Maharashtra 410209 through its Authorized representative/Vice-Chancellor or Registrar of the First Part.

**Dr. Rajesh B. Goel**  
Registrar

**MGM Institute of Health Sciences**  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

**Dr. Kiran Shingote**  
Unit Head  
Apollo Hospitals, Navi Mumbai

Cont: 2/-



मुद्रांक विक्री नोंदणी अनु क्र.

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दिनांक

दस्ताचा प्रकार

MOU

दस्त नोंदणी करणार आहेत का ? होय/नाही

मिळकतीचे वर्णन

मुद्रांक विकत घेणा-याचे नाव

Mahatma Gandhi Mission Institute of Health

दुस-या पक्षकाराचे नाव

Apelle Hospital Enterprise Ltd

इस्रो असल्यास नाव, पत्ता

Arvind Vartak सही

मुद्रांक शुल्क रक्कम

100

मुद्रांक विक्रेत्याची सही व विक्रीचे ठिकाण

राणे स्टॅम्प वेंडर, दुकान क्र. ३१, प्रभात सेंटर,

सेक्टर-१-अ, सी.बी.डी.बेलापूर, नवी मुंबई-४००६१४

(सौ.डी.बी.राणे)

परवाना क्र.१२०१०४१

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरचे बंधनकारक आहे.



and

**Apollo Hospitals Enterprise Limited(AHEL)**, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 (AHEL) having its registered cum corporate office at 7-1-617/A, 615 & 616, Imperial Towers, 7<sup>th</sup> Floor, Ameerpet, Hyderabad – 50038 through its Authorized Signatory, Dr. Kiran Shingote, COO, Apollo Hospitals Enterprise Limited hereinafter referred as "ASH", which expression shall include its subsidiary, successors and assigns) of the Second Part.

**MGMIHS and AHEL** are jointly referred as the Parties or Institutions and individually referred to by their name.

Whereas the institution intends to work together to develop a collaborative arrangement whereby the institutions may participate in teaching, training, research and other agreed activities that further enhance the program as more particularly stated here in below and the relationship between institutions.

And Whereas pursuant to various meetings and discussions the parties have agreed to conduct certain programs/course jointly. The parties represent and warrant that the parties are within their respective rights to enter into and execute the present MOU and have been authorized to execute and enter into this MOU, which authorizations are hereto as Annexure A collectively.

The "MGMIHS" and "AHEL" shall be collectively referred to as "Parties" and individually as "Party" and shall mean and include their respective successors-in-interest and permitted assigns.

1. WHEREAS:


**MGM Institute of Health Science Trust, Navi Mumbai (MGMIHS)**

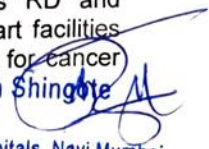
The MGMIHS was established on 30<sup>th</sup> August 2006 with a futuristic vision to provide qualitative education by applying innovative and dynamic pedagogical techniques. Since its inception, MGMIHS has focused on providing Health Care Services, Medical Education with utmost dedication and commitment. Service to society at the grassroots level has been the basic vocation of MGMIHS along with education. MGMIHS has been instrumental in providing prompt and efficient health care service to the economically weaker sections of society. The Teaching Hospitals and Medical Colleges underscore its commitment to human resource development and social health and welfare.

**Apollo Hospitals Enterprise Limited(AHEL),**

Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 (AHEL), a company registered under the Companies Act and having its registered cum corporate office at 7-1-617/A, 615 & 616, Imperial Towers, 7<sup>th</sup> Floor, Ameerpet, Hyderabad – 50038. AHEL is a company registered under the companies Act and having its office at 19, Bishop Gardens, Raja Annamalipuram, Chennai 600006. ASH has all valid and subsisting approvals and licenses and is eligible to execute and enter into this MOU.

Apollo Hospitals Enterprise Limited, is located and has its operational health care facilities for needy patients at Belapur, Navi Mumbai. It has high-precision and advanced facilities for Cancer Management like Oncology surgery, Oncology Chemotherapy and Oncology Radiotherapy. Hereinafter, Radiotherapy will be referred to as "RT", Diagnostic Radiology as "RD" and Nuclear Medicine as "NM". This institution provides state-of-the-art facilities for cancer patients. It also has Brachytherapy treatment facilities for cancer patients.

  
Dr. Rajesh B. Goel  
Registrar  
MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 239

  
Dr. Kiran Shingote  
Unit Head  
Apollo Hospitals, Navi Mumbai

With best possible clinical protocols, laboratory and advanced equipment for cancer management, this institution is making significant strides in its journey by having single-minded focus on service to the patients.

The parties hereto acknowledge that the Parties have the required infrastructure and facilities including faculty, all essential equipment as per Atomic Energy Regulatory Board, herein referred to as "AERB" and Bhabha Atomic Research Centre "herein referred to as "BARC", libraries, laboratories which, if associated with each other will only help each other, enhance and improve the learning experience and in-depth and comprehensive practical knowledge, experience and training of the students whenever it is required.

### **NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:**

#### **1. Objectives of the MOU:**

Both the Parties agree:

- To develop the overall academic and managerial skill in graduate students to effectively with the application of appropriate technologies and its strategies.
- To offer Masters to improve the employability skills
- To conduct training programs, workshops, seminars, continued medical education, and other awareness activities in the area of Oncology Healthcare Management and medicine and therein the Radiotherapy and its inter-linked departments which are mutually aggregable.

#### **2. Areas of Collaboration**

- To cooperate in the exchange of information and knowledge through lectures related to their activities in the field of mutual interest at Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 (AHEL) as required in the program M Sc (Medical Physics).
- To cooperate in the exchange of information through practicals and hands-on on at Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 as required in the program M Sc (Medical Physics) for Semester I, Semester II, Semester III and Semester IV.
- To cooperate in exchange of information through one-year full time internship and hand's on at Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 as required in the program M Sc (Medical Physics) for semester V and Semester VI.

#### **3. The Program**

- The program under this present MOU covers the course as Masters of Science in Medical Physics herein also referred to as M. Sc. (Medical Physics).

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

  
Dr. Kiran Shingote  
Unit Head  
Apollo Hospitals, Navi Mumbai



- Duration of the course: The total duration of the course is three years wherein the two years will be a full-time course and one year will be the internship in the hospital.
- The course entails theory and practical training. The parties agree and undertake that the parties will jointly conduct the program and the courses thereunder. The course will be conducted at the premises of both parties as per the required and available infrastructure and faculties. The Parties agree and acknowledge that the facilities and the infrastructure are adequate to run the program as per AERB and BARC. Both parties agree that the students shall be permitted to use the facilities under supervision during the term of the course.
- The parties agree that the experts shall visit the MGMIHS premises as visiting/honorary faculty, the schedule of which shall be synchronized. The students will be permitted to use the infrastructure and equipment at Apollo Hospital Enterprises, Belapur as per the schedule agreed upon. Such activities will be under the supervision of Apollo Hospital, Belapur.
- The parties agree to exchange and sharing of technical and scientific data and research material, solely for education and research.
- Faculty of MGMIHS and Apollo Hospital depending on their qualifications and experience can act as mentors/co-guides/supervisors to the students pursuing this course as the case may be.
- To facilitate the implementation plan of this MOU, both parties agree to have regular communication and correspondence, all of which shall be also copied to the Head of the Department of Medical Physics (MGMIHS, Kamothe) and Chief Medical Physicist (Apollo Hospital, Belapur) keeping copies to the Competent Authorities of both parties. Only written communications shall be considered as valid official communications.
- This MOU shall be effective and comes into force upon the signatures of the authorized signatories of both parties. It shall be subject to revision only by a written and duly executed agreement/addendum between parties.
- The parties agree to make efforts to staff/students with their projects/dissertations and any other scientific assignments provide support, and train them adequately with the required infrastructure.

#### 4. Administration

- The Authorized Signatories of both MGMIHS and AHEL shall jointly administer and supervise the program and the course under this MOU.
- The parties will be responsible for developing and carrying out a joint action plan and making regular reports on the implementation of this MOU to the Head of the Department of Medical Physics (MGMIHS, Kamothe) and Chief Medical Physicist (Apollo Hospital, Belapur).
- This report then shall be forwarded to the Competent Authorities of both parties for further review and suggestions.

  
Dr. Rajes B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

  
Dr. Kiran Shingote  
Unit Head  
Apollo Hospitals, Navi Mumbai



## 5. OBLIGATION OF PARTIES

- MGMIHS and AHSL through its Apollo Hospital have agreed that in support of their mutual interest in the field of education and community service, both the parties shall undertake the following obligations.

### A. Obligations of MGMIHS:

- To provide a Masters full-time program in Medical Physics to the B. Sc. Graduates with Physics as a main subject.
- To provide technical support and expertise in developing professional courses related to this field.
- To provide an exchange of information through lectures by faculty or subject experts of MGMIHS during the course relating to their activities in fields of mutual interest.
- To arrange for and make available the required classroom/s, library, workspace for the provision of training/lectures to the enrolled students as may be mutually agreed from time to time.
- To conduct assessments/examinations, and evaluations and issue necessary educational documents and certificates to the students after completion of the program/course.
- To prepare the marks memos and dispatch the post-graduate degree certificates to the eligible candidates.
- To provide travel expenses to the faculty at both the places related to the visits for lectures/sessions, talks and workshops will be reimbursed by the MGMIHS as per rules.
- To encourage and provide all support to the faculty and students to organize conferences, workshops, seminars etc. The faculty, students, and staff shall be encouraged to participate in such activities to interact with each other for their academic and professional growth. These programs may be informed well in advance as and when required with due permission from the competent authorities.

### B. Obligations of Apollo Hospital/ASH

- There will be "No Financial Obligation" to Apollo in any matter during their program.
- To provide technical support, training and facilities including but not limited to the laboratory facility for the students, and facilities from MGMIHS under this program.
- To provide access to the students in the OPDs of the respective departments related to this course.
- To provide permission to interact with the patients for any assistance if required by the patient.
- To provide all support to the students under supervision for access to the area related to this program.
- To arrange for and make available the required workstations, classroom/s, library, and workspace for the provision of training/lectures to the enrolled students as may be mutually agreed from time to time.
- To encourage and provide all support to the faculty and students to organize conferences, workshops, seminars etc.

  
Dr. Neelam B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

  
Dr. Kiran Shingote  
Unit Head  
Apollo Hospitals, Navi Mumbai

- The faculty, students, and staff shall be encouraged to participate in such activities to interact with each other for their academic and professional growth.
- These programs may be informed well in advance as and when required with due permission from the competent authorities.
- The practicals and internship is during 2024-2026 and 2026-2027 respectively. Apollo Hospital may assign a project to them. All the clinical data etc will be the property of Apollo Hospital and will not presented or published anywhere without the consent and approval from Apollo Hospital.
- Students will follow all the rules, regulations, and disciplines of Apollo Hospital.
- Apollo Hospital may keep their attendance and share with us for review if you feel appropriate.
- Apollo Hospital may ask students to present their work in a short meeting for any suggestions and feedback from Apollo Hospital.
- The students will be involved in all the tasks assigned to them during the internship period.
- Their internship may cover their involvement broadly in the Radiotherapy, Radiology and Nuclear Medicine Departments as governed by Apollo Hospital.
- Upon completion of a one-year internship at Apollo Hospital, students will report to the University and will undergo the Semester End Examinations.
- The Degree will be offered to them once they successfully qualify all the assessments during this course.
- Apollo Hospital may give awareness to these students in other applicable departments where radiation facilities are utilized.

**Committee:**

- The MGMIHS and Apollo Hospital shall appoint the Coordinator/Authorized representative at their respective offices who shall be responsible for coordinating all communications, supervising, and directing the implementation of the MOU. Activities like examinations, admission, and administrative matters will be monitored through a committee of MGMIHS.
- The authorized representatives and or coordinators shall jointly supervise the program and file reports in respect thereof to the Committee. The committee shall place the reports before the Board of Management of the Board of Studies or Academic Council as required.

**Duration:**

- The MOU shall become effective (3<sup>rd</sup> April 2024) as and when this document is executed by the authorized officials of both parties and shall remain in force for a period of "Five years ("Term").
- Upon the completion of this term, the MOU may further be renewed for a period of another five years or a mutually agreed period upon the consent of both parties.
- The course would be recognized as Master of Science in Medical Physics [M. Sc. (Medical Physics)].
- The program will be tentatively started from the Academic year 2024-2025 at the MGM University, Kamothe, Navi Mumbai.

  
Dr. Rajesh B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

  
Dr. Kiran Sanyal  
Unit Head  
Apollo Hospitals, Navi Mumbai

### Students Intake:

- The total number of students admitted to this course may be five depending on the decision of the competent authorities at the University.
- The students enrolled in the course may be at Apollo Hospital for the course practical from 2024-2026.
- For internship, a minimum two students may be at Apollo Hospital for a variable period (minimum of three months and maximum for twelve months) starting from July-August 2026.
- After a minimum period of three months, if required, the University may rotate the student to any other AERB-approved Cancer Facility under MCGMHHS as per the decision by the competent authorities at the University.
- The faculty at the University will be the mentor of the student during the internship period. The students will be under the supervision of the staff at Apollo Hospital.
- The student to submit the internal report duly signed and approved by Apollo Hospital's respective authorities to the University for the duration of the internship period.
- The University will provide a final internship certificate to the student as per the regulatory requirement.

### Financial Provisions:

#### Fees and Expenses

- The parties in consultation jointly decide upon the fees and other charges for the course.

#### Scope of practical support and internship

- The students will be trained thoroughly in practical aspects of the program at the appropriate places/labs when required or the schedule decided by the Apollo Hospital during practicals and internships etc.
- The detailed scope of support where the students shall be trained is listed below:

  
Dr. Rajesh B. Gode  
Registrar  
MCGMHHS Institute of Health Sciences  
(Deemed to be University) Act, 1956  
New Building, 81/2/19

  
Dr. Kiran Shingote  
Unit Head  
Apollo Hospitals, Navi Mumbai



## Broad Scope of Practicals and Internship

Sr. No.	Request of Support	Support details
1.	<b>Teletherapy</b> All tasks related to all available <b>high energy x-ray beams and all available electron beams available with the Linear Accelerator</b>	Equipment Specifications Beam data acquisition, Beam modeling, Validation, Relative and Absolute Dosimetry and Periodic QA/QC, Audits, Treatment Planning and Plan Evaluation, CBCT, analysis Networking, Record, and verification, Machine and Patient-specific QA, In vivo dosimetry, Film/TLD Dosimetry, Troubleshooting and minor maintenance, Log files and record-keeping, Special procedures (TBI/TMLI/TSET....), Radiation survey for X-Rays, Electrons and Neutrons, AERB related compliances
2.	<b>Brachytherapy</b> All tasks related to HDR Remote Afterloader Brachytherapy	Specifications, Layout, Techniques, brachytherapy sources, dosimetry protocols. Calibration, Acceptance, commissioning, and quality assurance, Imaging treatment planning, plan evaluation Record & Verification, Radiation survey Disposal, AERB related compliances, QA
3.	<b>QA of all RT /RD/NM equipment</b>	
4.	<b>4DCT Simulator</b>	Layout, Acquisition (3D/4D), Site specific simulations, Use of CT Simulator for Teletherapy and Brachytherapy, QA, Safety
6.	<b>Mould room</b>	Immobilization, patient positioning and alignment, setup errors etc
7.	<b>Radiology Department</b>	Multimodality imaging (CT/MR), networking, PACS etc, QA
8.	<b>Nuclear Medicine &amp; High Dose Therapy</b>	PET-CT, Gamma Camera, Cyclotron, High Dose therapy, QA, Application in RT Layout, Department activities, Radiation protection, Log files and records Dosimetry, QA/QC, Safety, Documentation AERB related compliances
9.	<b>Other departments where Radiation is utilized</b>	
10.	<b>Any other relevant practical aspects</b>	

  
Dr. Rajesh B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University under 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

  
Dr. Kiran Shingote  
Unit Head  
Apollo Hospitals, Navi Mumbai

### Fee Share:

- MGMIHS will collect fees from the students and shall pay the fees to AHEL within 30 days after the last date for receiving fees from the students.
- The basis of the fee share will be the ratio of credits assigned for theory and practicals.
- Payment shall be subject to TDS as per the applicable rate.
- The parties agree to share the fees as under:

Course	Year	Semester	Tuition Fee Share (%)	
			Apollo Share (%)	MGMIHS Share (%)
M. Sc. (Medical Physics)	First	I & II	33	67
M. Sc. (Medical Physics)	Second	III & IV	33	67
Internship (full time one year)	Third	V & VI	NA	NA

Cost of GST if any applicable shall be borne by MGMIHS.

### AMENDMENT, DURATION AND TERMINATION OF MOU

- The tenure of MOU may be extended with mutual agreement of the parties and on terms and conditions as are mutually negotiated and agreed by and between the parties.
- This MOU may be amended at any time only by a written document / amendment in writing signed by the parties and with the prior mutual consent of both parties. The parties agree that any amendment to the MOU shall be in writing and signed by the authorized person of the parties. The amendment shall be in the form of an addendum. The parties agree that the other terms and conditions of the MOU shall remain valid, effective and binding on the parties.
- This MOU may be terminated by either party by the provision of prior written notice of termination of 30 days to each other. However, both parties agree that all continuing obligations to stakeholders are met in full after the notice of termination.
- The termination shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to either party prior to the termination date.

### MISCELLANEOUS:

- If any provision of this MOU is held by any court or other competent authority to be illegal, void, or enforceable in whole or in part, this MOU shall continue to be valid as to the other provisions therefore and the remainder of the affected provision.
- Nothing in this MOU constitutes or to be construed a party as the partner, agent, employee or representative of the other party.
- A party must not act independently of the other party and does not have the right or power to commit the other party on any matter or incur any obligation on behalf of or pledge the credit of the other party without the prior approval of the other party.

  
Dr. Rajesh B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai-411 209

  
Dr. Kiran Bhingote  
Unit Head  
Apollo Hospitals, Navi Mumbai

- The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.
- Parties shall conduct their activities following all the statutory regulations and law of the land in letter and spirit.

### **ASSIGNMENT**

Neither party may assign this Agreement or the rights there under without the prior written consent of the other party.

### **Order of Precedence**

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

### **Entirety**

This agreement represents the entire agreement and understanding between the parties concerning 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.

### **Counterparts**

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

### **Dispute Resolution**

In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this agreement, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of faculty. The parties after discussion shall try their level best to resolve the dispute arising out of this agreement, 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 venue and place for Arbitration shall be Hyderabad. Processing of Arbitration shall be in English. Cost of Arbitration shall be bear by the Parties jointly.



**Dr. Rajesh B. Goel**  
Registrar

**MGM Institute of Health Sciences**  
(Deemed University as per UGC Act, 1956)  
Navi Mumbai- 410 209



**Dr. Kiran Shingote**  
Unit Head  
Apollo Hospitals, Navi Mumbai



## Jurisdiction

If the dispute cannot be settled by the above process, the courts located at Mumbai could be approached for adjudication.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:

## PARTIES

On Behalf of  
Apollo Hospital Enterprise Limited

  
Dr. Kiran Shingote  
Unit Head  
Apollo Hospitals, Navi Mumbai

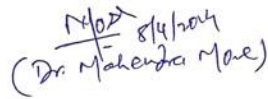
Date 3/4/2024

On Behalf of Mahatma Gandhi  
Institute of Health Sciences

  
Dr. Ravi B. Goel  
Registrar  
MGM Institute of Health Sciences  
(Decemed University as J of UGC Act, 1956)  
Navi Mumbai-410 209

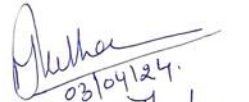
Date 3/4/2024

WITNESSES with date

1.   
(Dr. Mahendra Moe)

2.   
Prasenjit Roy

  
3/4/2024  
1. Dr. R.A. Kinchikar

  
03/04/24  
2. Dr. Mansee Thaker.

**Director**  
MGM School of Biomedical Sciences  
MGM Institute of Health Sciences  
Kamothe, Navi Mumbai-410 209, India



महाराष्ट्र MAHARASHTRA

2024

07AB 163016



जिल्हा कोषगार कार्यालय, ठाणे  
27 JUN 2024  
जिल्हा कोषगार कार्यालय, ठाणे

MGM SCHOOL OF BIOMEDICAL SCIENCES

Inward No. MGM/SBS/ 2991

Date 26/7/24

Receiver Signature JHL



**MGM SCHOOL OF BIOMEDICAL SCIENCES,**  
NAVI MUMBAI  
(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES)  
(Deemed University u/s 3 of UGC Act 1956)  
Grade "A" Accredited by NAAC  
Sector 1, Kamthekar Navi Mumbai-410209,  
Tel.No:022-27437631, 27432890  
Email. [sbsnm@mgmuhsc.com](mailto:sbsnm@mgmuhsc.com) / Website: [www.mgmsbsnm.edu.in](http://www.mgmsbsnm.edu.in)

Under

**ZEBCOG-Zebrafish laboratory,**  
Department Of Medical Biotechnology  
MGM School of Biomedical Sciences, MGMIHS  
Central Research Laboratory (Ground Floor),  
Kamthekar Navi Mumbai-410209



**BHARATI VIDYAPEETH'S COLLEGE OF PHARMACY,**  
Sector 8, CBD, Navi Mumbai,  
Maharashtra-400614,  
Tel.No: 022-27571505/27571122.  
Email. [principal.bvcop@bharatividyaapeeth.edu](mailto:principal.bvcop@bharatividyaapeeth.edu) /  
Website: [www.bvcop.in](http://www.bvcop.in)

Under

**Pharmacology Department,**  
Bharati Vidyapeeth's College of Pharmacy,  
Sector 8, CBD, Navi Mumbai, Maharashtra-400614

*[Signature]*

Date - 15<sup>th</sup> July 2024

Page 1 of 8

**Director**  
MGM School of Biomedical Sciences  
MGM Institute of Health Sciences  
Kamthekar, Navi Mumbai- 410 209, India

*[Signature]*  
**PRINCIPAL**  
BHARATI VIDYAPEETH  
College of Pharmacy  
Sector-8, C.B.D. Belapur,  
Navi Mumbai-400614



-2 JUL 2024

जोडपत्र - १ / कर्तव्य प्रतिज्ञापत्रासाठी

मुद्रांक विवरी नोंदणी अनु. क्र. 28766 दिनांक

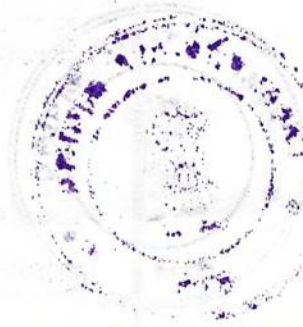
मुद्रांक विकत घेणा-याचे नाव PRINCIPAL B.V.'s College of Pharmacy Navi Mumbai - 400 614

राज्याची बला

मुद्रांक विकत घेणा-याची / हस्त्ये सही Anand mahadik A.S. Mahadik

मुद्रांक विकलेल्याची सही व विक्रीचे ठिकाण (सं. डी. टी. राणे) राणे स्टॅम्प सेंटर, दुकान क्र. ३१, प्रभात सेंटर, सेक्टर-१-अ, सी.बी.डी.बेलापूर, नवी मुंबई-४००६१४ परवाना क्र. १२०२०४१

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिनांत वापरने बंधनकारक आहे.



MGM SCHOOL OF PHARMACY & HEALTH SCIENCES  
PLOT NO. 12, SECTOR 1, BELAPUR  
Date: 28/07/2024  
Principal



Principal  
B.V.'s College of Pharmacy  
Sector-1, C.B.D. Belapur  
Navi Mumbai-400614

Principal  
MGM School of Pharmacy & Health Sciences  
Sector-1, Belapur - 400 614, Navi Mumbai



**PREAMBLE:**

The MEMORANDUM OF UNDERSTANDING (MoU) made on (15<sup>th</sup> July 2024) between the **ZEBCOG-Zebrafish Laboratory, Department of Medical Biotechnology, MGM School of Biomedical Sciences, Navi Mumbai**, which is a constituent unit under MGMIHS, a deemed to be University under section 3 of the University Grants Commission Act,1956 having its office at – **MGMSBS, MGM Medical College Building, Second floor, Sector 1, Navi Mumbai 410209** through the Lab in-charge and Director (hereinafter referred to as the party of the “**First Part/MGMSBSNM-ZBT**” which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) and **Bharati Vidyapeeth’s College of Pharmacy, Sector 8, CBD, Navi Mumbai, Maharashtra-400614** through Bharati Vidyapeeth’s College of Pharmacy , Pharmacology Head of Department and the Principal (hereinafter referred to as the party of the “**Second Part/BVCOP**” which expression shall, unless repugnant to the context thereof, include its, successors and assigns).

**SCOPE AND OBJECTIVES OF MoU:**

The scope and objectives of MoU are defined as:

**MGMSBSNM-ZBT and BVCOP** agree to sign MoU for sharing academic, clinical training/internship, on job training, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits.


**DURATION OF MoU:**

This MoU comes into effect from the date of its signing and will remain in force for a period of **three/five Years**. Its validity can be extended by mutual agreement between both the parties.



**Director**  
**MGM School of Biomedical Sciences**  
**MGM Institute of Health Sciences**  
**Kamotha, Navi Mumbai- 410 209, India**

Page 2 of 8



**PRINCIPAL**  
**BHARATI VIDYAPEETH**  
**College of Pharmacy**  
**Sector-8, C.B.D. Belapur,**  
**Navi Mumbai-400614,**


**RESPONSIBILITIES OF MGMSBSNM-ZBT, KAMOTHE, NEW MUMBAI AND BVCOP,  
CBD BELAPUR, NAVI MUMBAI:**

**Specific Roles of both the parties:**

1. Provide technical support and facility for the students under the UG & PG program
2. The prospective students will be allowed to undergo preferential training for existing facilities in in the respective units as per existing institutional policies and charges.
3. Provide academic staff and necessary infrastructure for smooth conduct of the training.
4. Exchange of information through lectures and practical's relating to their activities in field of mutual interest.
5. Provide internship / dissertation opportunities to students on payment basis as per respective institute policies.
6. Arrange observership programs for the students on payment basis as per respective institute policies.

**Common Activities by Both the Parties**

1. Both institutions agree to supply work space, library and technical facilities as applicable.
2. The consultancy and travel expenses related to the visits for lectures/sessions will be borne by the students themselves.
3. The MoU may be amended, renewed and terminated by mutual written agreement between the Heads of departments of both the institutes.
4. Either institute shall have the right to terminate this MoU with a 60 days prior notice period in writing to the partnering Institute.

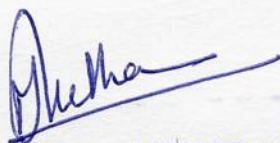
  
**Director**  
**MGM School of Biomedical Sciences**  
**MGM Institute of Health Sciences**  
**Kamotha, Navi Mumbai- 410 209, India**

Page 3 of 8

  
**PRINCIPAL**  
**BHARATI VIDYAPEETH**  
**College of Pharmacy**  
**Sector-8, C.B.D. Belapur,**  
**Navi Mumbai-400614.**



5. Both the institute will organize conferences, workshops, seminars etc. in a collaborative manner. The faculty, students and staff for each institute shall be encouraged to participate in such activities so as to interact with each other for their academic and professional growth; such programme will be conducted by both the institutions with information to each other in advance, as and when required.
6. Both institutes mutually agree to exchange staff / students for their projects, clinical training/internship, on job training, project work, and student/faculty exchange and for collaborative research programmes to get the Mutual Benefits and all the charges will be borne by individual students as per the institute's rules and regulations.
7. Institutes mutually agree to help each other to establish and develop laboratories, research centers, etc. as and when required.
8. Faculties of both institutes depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc. and Ph.D. programmes as the case may be as per institutional policy.
9. Any financial matters will be dealt with mutual agreement and as per institutional policies.
10. Areas for faculty development can be identified and joint proposals shall be submitted to various funding agencies like ICMR, DST, BRNS, and RGSTC etc.
11. Both the institutes will participate in relevant government programs / schemes to take mutual benefits of Institute - Institute collaborations where ever possible.
12. Both institutes mutually agree that Publications of the joint research carried out will be done jointly by both the Institutes incorporating the names of all the contributors and sharing the cost with mutual discussion.
13. This document is in no way intended to create a legal/financial binding or obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institute and Institute going forward.



**Director**  
MGM School of Biomedical Sciences  
MGM Institute of Health Sciences  
Kamothe, Navi Mumbai-410 209, India

Page 4 of 8



**PRINCIPAL**  
BHARATI VIDYAPEETH  
College of Pharmacy  
Sector-8, C.B.D. Belapur,  
Navi Mumbai-400614.



### **General Conditions:**

1. The MoU will be valid for a period of 5 years to ensure smooth conduct of the activities under the MoU and to achieve the objective of the MoU. The parties may further extend/renew the MoU on terms and conditions as mutually agreed. Within the aforesaid period of 5 years, the MoU may be terminated only by mutual consent. Once the MoU is terminated no new activity will be conducted by and between the parties. However, the parties undertake to complete the activities, programs etc which have already been commenced or are in progress pursuant/under this MoU.
2. 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.
3. 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.
4. The parties will jointly conduct meetings in offline or online mode to ensure that the activities/programs undertaken under this MoU, by and between the parties are conducted in a proper manner and as per the schedule laid down.

### **NOTICES**

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



**Director**  
**MGM School of Biomedical Sciences**  
**MGM Institute of Health Sciences**  
**Kamothe, Navi Mumbai- 410 209. India**

Page 5 of 8



**PRINCIPAL**  
**BHARATI VIDYAPEETH**  
**College of Pharmacy**  
**Sector-8, C.B.D. Belapur,**  
**Navi Mumbai-400614.**

**MGMSBSMBT:-**

**Address: ZEBCOG-Zebrafish Laboratory, Department of Medical Biotechnology, MGMSBS, MGMIHS**  
Medical college building, Central Research Laboratory(Ground floor), Sector 1, Kamothe Navi Mumbai-  
410209, Tel.No:022-27437631, 2743289. Email. [sbsnm@mgmuhs.com](mailto:sbsnm@mgmuhs.com) / Website: [www.mgmsbsnm.edu.in](http://www.mgmsbsnm.edu.in)

**BVCOP:-**

**Address: BHARATI VIDYAPEETH'S COLLEGE OF PHARMACY, Sector 8, CBD, Navi Mumbai,**  
Maharashtra-400614, Tel.No: 022-27571505/ 27571122. Email. [principal.bvcop@bharatividyaapeeth.edu](mailto:principal.bvcop@bharatividyaapeeth.edu) /  
Website: [www.bvcop.in](http://www.bvcop.in)

**MISCELLANEOUS**

a. **Assignment.**

Neither party may assign this Agreement or the rights there under without the prior written consent of the other party.

b. **Survival.**

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

c. **Severability**

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



**Director**  
**MGM School of Biomedical Sciences**  
**MGM Institute of Health Sciences**  
Kamothe, Navi Mumbai - 410 209 India

Page 6 of 8



**PRINCIPAL**  
**BHARATI VIDYAPEETH**  
**College of Pharmacy**  
Sector-8, C.B.D. Belapur,  
Navi Mumbai-400614.



d. **Independent Entities.**

MGMSBSNM-ZBT and BVCOP 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 Agreement and the documents referenced or incorporated herein or any other document, correspondence or agreement concerning this Programme between the Parties and/or their employees, the terms of this Agreement will prevail.

f. **Entirety.**

This Agreement 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 Agreement must be in writing and signed by duly authorized representatives of both the parties. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modification/changes shall be effective from the date on which they are made / executed unless otherwise agreed to.


h. **Counterparts.**

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, 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 agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or

  
**Director**  
MGM School of Biomedical Sciences  
MGM Institute of Health Sciences  
The New Millennium Road, 209, India




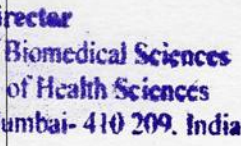

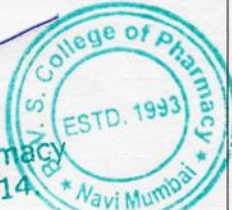
  
**PRINCIPAL**  
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Sector-8, C.B.D. Belapur,  
Navi Mumbai-400614.



matters in dispute shall be first settled amicably by mutual discussion between the Director of **MGMSBS, NM and principal of BVCOP** 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.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Mou on DATE 15<sup>th</sup> July 2024, including all the terms and conditions mentioned herein above.

**PARTIES**

Through	Through
<b>Dr. Himanshu Gupta</b> Lab In-charge- ZEBCOG-Zebrafish Laboratory, Dept of Medical Biotech, CRL(Ground Floor), Medical College Building, MGMIHS, Navi Mumbai-410201	<b>Dr. Swati R. Dhande,</b> Head of Pharmacology department, Bharati Vidyapeeth's College of Pharmacy, Sector 8, CBD, Navi Mumbai, Maharashtra400614
	 
<b>HOD &amp; Director</b>	<b>Principal</b>
<b>Dr. Mansee Thakur</b> MGM School Of Biomedical Sciences, Navi Mumbai, (A Constituent Unit Of MGM Institute Of Health Sciences), Sector 1, Kamothe, Navi Mumbai-410209	<b>Dr. Vilasrao J. Kadam</b> <b>BHARATI VIDYAPEETH'S COLLEGE OF PHARMACY</b> , Sector 8, CBD, Navi Mumbai, Maharashtra-400614
	 


**Director**  
**MGM School of Biomedical Sciences**  
**MGM Institute of Health Sciences**  
 Kamothe, Navi Mumbai- 410 209, India

WITNESS

1. Yogesh Patil



2. Dr. Aniruddha K. Kadam



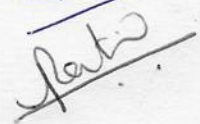
Dated : 15<sup>th</sup> July 2024

WITNESS

1. Mr. Baban S. Thawkar



2. Dr. Pallavi A. Patil



Dated: 15<sup>th</sup> July 2024





## Economically Developing Countries (EDC) Project Memorandum of Understanding

Please note this document contains guidelines and examples to assist you when filling in each section. The instructions (highlighted in blue italics) should be deleted when completing this application form.

### **Declaration by the International Society of Biomechanics (ISB):**

The ISB is dedicated to supporting international initiatives that will promote research, education, and the provision of healthcare in the field of biomechanics. The objectives of the ISB, with regards to the advocacy of projects in EDC regions, include the following:

- To make the Society truly international.
- To help develop skills of, and/or opportunities for, clinicians and researchers in EDC who do not have the resources available to do so on their own.
- To provide collaborative learning opportunities for students and researchers in developed countries to help them understand the challenges faced in the developing world.
- To enable donating organizations to do something beneficial with equipment that is no longer needed by them.
- To help provide a sustainable initiative that will allow biomechanics skills and knowledge to flourish in developing regions.
- To enable clinicians and researchers in developing countries to solve biomechanics-related problems specific to their own region.

The ISB would like to ensure the long-term sustainability and overall success of all EDC projects. As such, all participants must be clear on the objectives of the EDC participating organization(s) and the supporting organization(s), in addition to the outcomes each party wishes to achieve. This Memorandum of Understanding is intended to help clarify this for all participants. It is also the framework by which the ISB will evaluate the success of the project in the short and long-term and to find out whether the expected outcomes have been achieved, thereby enabling improvement of this process for future projects.

### **Participants:**

Please list all organizations involved in this project (include those that are supporting the EDC participant by way of equipment donations, technical or financial support, or other resources) and their primary contacts.

	Name of Organization	EDC Participant OR Supporting Organization	Primary Contact(s)	ISB Member Number*	E-mail
1.	<i>MGM School of Physiotherapy</i>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<i>Dr. Rajani Mullerpatan</i>	5043	<i>rajani.kanade@gmail.com</i>
2.	<i>Indian Institute of Technology, Mumbai</i>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Prof. B. Ravi Mr. Rupesh Ghyar</i>	N/A <i>In progress</i>	<i>b.ravi@iitb.ac.in</i>
3.	<i>Cardiff University</i>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Prof. Robert van Deursen</i>	1974	<i>vandeursenR@cardiff.ac.uk</i>
4.	<i>International Society of Biomechanics (ISB)</i>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<i>John Challis</i>	1192	<i>jhc10@psu.edu</i>

\* A minimum of one primary contact from each organization must be a member of the ISB.

*Rajani Mullerpatan*

**Project Proposal:**

To be completed by the EDC participant:

1. What is the overall mission of your organization (e.g. to improve the independence and wellbeing of physically disabled people...) and how does this project help to support it?

The overall mission of MGMIHS is to provide healthcare services, research and higher education particularly in the area of medicine, nursing, physiotherapy and health management. Within physiotherapy/rehabilitation, training and research in the area of Biomechanics is essential to help maximize functional independence of people with physical impairments resulting from a wide spectrum of conditions i.e. repetitive stress, congenital, developmental and degenerative conditions precipitated by traumatic, vascular and pathologic origin. Precise and complete kinesiological assessment of such conditions will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management for maximal functional outcome.

2. What is the primary strategic objective(s) of this project? [Please specify details about one or more of the areas listed below. In formulating your objectives, consider specific results you would like to achieve.]

a. Teaching/educational programs: \_\_\_\_\_

- To design and seek approval for a postgraduate degree course in Biomechanics designed at a level of global merit (to enable qualified postgraduates to participate in projects conducted worldwide) and local value to meet specific functional needs of our population emerging from a lifestyle influenced by exclusive Indian culture far different from Western lifestyle.
- Establish training for students from various disciplines such as Physiotherapy, Bio-engineering, Mechanical engineering, Prosthetics - Orthotics and Orthopedics at graduate, postgraduate and PhD level.
- Enhance skills in clinical biomechanics of faculty members of MGMSOP

b. Research programs: \_\_\_\_\_

- Produce high end research in the area of human movement science related to clinical questions; to offer health care solutions global in nature and specific to the Indian population.

c. Clinical assessment - diagnosis and treatment: \_\_\_\_\_

- Provide precise and complete kinesiological assessment of congenital, developmental and degenerative conditions precipitated by traumatic, vascular and pathologic origin which will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management.

d. Other (please specify): \_\_\_\_\_

(Include additional lines if necessary)

3. What initiatives/actions (project design and/or management strategies) will be implemented to achieve the results outlined in Question 2?

a) Teaching/Educational programs:

- Curriculum for postgraduate course in Biomechanics will be designed and sought approval from MGMIHS and IIT Mumbai.

*RMullerpatil*





5. What are the expected benefits for each group listed in Question 4? (e.g. Exposure to state-of-the-art methods of...)

- Students will be exposed to globally used state-of-the-art valid and reliable methods used for biomechanical studies such as quantitative movement analysis and plantar pressure measurement. They will receive hands-on training and have opportunities to use various biomechanical tools to conduct research in biomechanics. Such training of global merit will be available at affordable cost to students from developing countries.
- Patients will benefit from precise and complete kinesiological assessment which will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management.
- Faculty members will benefit from acquiring skills for biomechanical evaluation which will be applied in both clinical practice and student training.
- The biomechanics center will benefit from financial viability through the above mentioned expected benefits.

6. Please list proposed milestones – associated with the actions, individuals, and benefits given in Questions 3, 4, and 5, respectively – together with a timeline of events. Milestones should include specific outcomes that the collaborators wish to achieve.

Key Milestones	Time period
1. Establish Biomechanics Center: installation of equipment and pilot start	December 2013
2. Collaborative research projects	Already started.
3. Design the curriculum for Masters degree course in Biomechanics and seek approval from the above mentioned contributing organizations	Ongoing
4. Commence the course in clinical biomechanics	September 2014
5. Commencement of clinical service to patients	January 2015
	March 2014 onwards

7. What other authority/administrative body, such as government or college administration officials, must approve this initiative to ensure resources are allocated to the intended recipients? Has approval already been sought (please provide evidence of any approvals)?

- Administrative/competent authorities of 3 above mentioned institutes have approved development of the research activities proposed at MGM Center for Biomechanics.
- Additionally, approval will be sought for curriculum for Masters Course in Biomechanics by University Grant Commission, India and Academic Council of MGMIHS.
- The opportunity to develop and approve transnational education in association with Cardiff University will be investigated.

8. What commitments will your organization make to ensure:

a. Recognition of contributions provided by supporting organizations? (e.g. Website acknowledgment, progress reports)

- Publications and patents arising out of collaborative projects with Cardiff University and IIT Bombay will be shared by all 3 above mentioned organizations.
- MGMIHS will acknowledge the support and contribution provided by IIT

*RP Mithras*



Mumbai and Cardiff University on its website.

- Technical support provided by IIT Bombay will be acknowledged in relevant presentations and publications.
- Secondly, IIT Bombay will have an opportunity to conduct clinical trials at MGM Center for Biomechanics in collaboration with host organization which will be acknowledged in related reports.
- MGMIHS will acknowledge the support and contribution provided by IIT Mumbai, Cardiff University, ISB and AMTI on its website and in relevant publications
- MGMIHS will provide agreed upon (to be decided) educational materials to ISB to further share with ISB members in support to the EDC educational program
- MGMIHS will provide a brief "Project History" for the ISB website

b. Long-term sustainability of the project (including personnel required to ensure continuation of project into the future)? (e.g. Staff training, technical support, security and maintenance, etc)

- The host organization i.e. MGM Center for Biomechanics will provide ongoing security and maintenance of equipment.
- Technical guidance for equipment selection and experimental data analysis will be provided by IIT Bombay. The equipment maintenance will be sought via annual maintenance contract from the respective vendors.
- Staff training will continue as an ongoing process which will be partially supported by MGM Center for Biomechanics.
- Any agreed joint transnational education programs would facilitate staff development.
- Income generated through clinical services will aid financial viability of MGM Center for Biomechanics. For e.g. annual maintenance of equipment and expenses incurred towards consumables.
- Income generated through tuition fees for Masters Course in Biomechanics and PhD program will partially support salary of some staff members.
- Income generated through any agreed joint initiatives would be negotiated as appropriate.
- PhD students will be recruited as research assistants on certain projects.

RMuller

### Supporting Organizations - Commitments and Anticipated Benefits:

What contributions will be made by the supporting organizations? Please list all support that each participant has agreed to provide (e.g. financial, in-kind, training, etc), the period over which they have committed this support, estimated costs for the organization, and how they will benefit (e.g. publicity).

Organization	Commitments	Duration	Estimated Costs	Objectives/Benefits
MGMIHS	Allotted infrastructure for Biomechanics Center	Ongoing	Approx 1 million USD	Supports objectives outlined on pg 1.
	Allotted one competent Professor	Ongoing	Salary is paid by MGMSOP (15,000 USD)	
	Will recruit one research assistant & one laboratory technician	Ongoing	Salary will be paid by MGMIHS (6000 USD)	
	Already purchased some equipment such as emed pressure platform, activity monitoring system, Silicon coach etc. Staff training	2 weeks		
Cardiff University	Send Prof. van Deursen for 4-visits	4 visits:	Covered by ISB	Collaborative Research projects.
		Nov 2013		Biomechanics lab design, installation of equipment.
		May 2014		
		Nov 2014		
		May 2015		Provide expertise in curriculum design related to clinical biomechanics.
IIT Bombay	Technical guidance and collaborative research projects	ongoing		Using the MGMIHS Biomechanics lab for purpose of clinical testing of the products which are developed by IIT Bombay.
ISB	Financial support to send Prof. van Deursen to MGMIHS	4 visits	7,503 USD	Supports objectives outlined on pg 1; acknowledgment in appropriate media; support for development of EDC educational material.
	Coordinate donation of two second-hand, re-calibrated force platforms from AMTI with technical support for 5 years	As soon as available	Approx. 30,000 USD	AMTI acknowledgment in appropriate. MGMIHS and ISB media will strengthen relationship with AMTI.

*RP Muller*



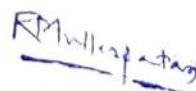
### Budget

Before any project can be endorsed by the ISB, a detailed budget for all costs involved for each participating organization must be approved by the ISB President, EDC Project Officer, and ISB Treasurer. In the budget, please consider monetary costs involved in establishing/initiating the project plus ongoing costs to ensure the project is sustainable. Please include the budget as a separate document.

### Signatures of primary contact from each participating organization:

Dr. Rajani Mullerpatan		25 July 2013
Name (please print)	Signature	Date
Prof. B. Ravi		1 August 2013
Name (please print)	Signature	Date
Prof. Robert van Deursen		9 August 2013
Name (please print)	Signature	Date
Prof. John Challis		22 <sup>nd</sup> OCT. 2013
Name (please print)	Signature	Date

*(Include additional lines if necessary)*





## Memorandum of Understanding

Between

The Faculty of Health Sciences,

The University of Sydney, Australia (CRICOS Provider 00026A)  
and

MGM School of Physiotherapy, MGM Institutes of Health Sciences  
(Deemed University u/s 3 of UGC Act 1956) Navi Mumbai, India.

1. The Institutions intend to work together to develop a collaborative arrangement, whereby the institutions may participate in collaborative teaching, training, research and other agreed activities that further enhance the program and the relationship between the institutions.
2. The Institutions will use their reasonable endeavors to effect, within the institutions limitations:
  - a) will develop and pursue collaborative research projects;
  - b) visit from one institution to the other by members of their academic staff for the purpose of participating in teaching, training, research programs and other agreed activities; and
  - c) encourage (on a completely voluntary basis) the exchange of scientific materials, publications and other information between the institutions.
3. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward.
4. Before any of the activities set out in the Memorandum of Understanding are implemented, the Institutions must enter into formal and binding agreement/(s) (separate from this Memorandum of Understanding) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each Institution in relation to those activities. The institutions agree to negotiate the terms of any such agreement/(s) in good faith and for the purposes of enhancing the relationship of the Institution.

*R. M. [Signature]*



On behalf of  
Partner

.....  
Dr. S.N. Kadam  
Vice Chancellor

Date :

R Mullerpatan  
.....  
Dr. Rajani Mullerpatan  
Professor-Director, Physiotherapy

Date : 09-03-2015

On behalf of the  
The University of Sydney

Michael Spence  
.....  
Dr. Michael Spence  
Vice-Chancellor and Principal

Date :

K. Refshauge  
.....  
Professor Kathryn Refshauge  
Dean, Faculty of Health Sciences

Date : 10/2/15

R Mullerpatan



THE UNIVERSITY OF  
SYDNEY



MGM Institutes of Health Science

## Memorandum of Understanding

Between

The Faculty of Health Sciences,

The University of Sydney, Australia (CRICOS Provider 00026A)  
and

MGM School of Physiotherapy, MGM Institutes of Health Sciences  
(Deemed University u/s 3 of UGC Act 1956) Navi Mumbai, India.

1. The Institutions intend to work together to develop a collaborative arrangement, whereby the institutions may participate in collaborative teaching, training, research and other agreed activities that further enhance the program and the relationship between the institutions.
2. The Institutions will use their reasonable endeavors to effect, within the institutions limitations:
  - a) will develop and pursue collaborative research projects;
  - b) visit from one institution to the other by members of their academic staff for the purpose of participating in teaching, training, research programs and other agreed activities; and
  - c) encourage (on a completely voluntary basis) the exchange of scientific materials, publications and other information between the institutions.
3. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward.
4. Before any of the activities set out in the Memorandum of Understanding are implemented, the Institutions must enter into formal and binding agreement/(s) (separate from this Memorandum of Understanding) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each Institution in relation to those activities. The institutions agree to negotiate the terms of any such agreement/(s) in good faith and for the purposes of enhancing the relationship of the Institution.

*RP Interceptor*



On behalf of  
Partner

.....  
Dr. S.N. Kadam  
Vice Chancellor

Date :

RMullerpatan  
.....  
Dr. Rajani Mullerpatan  
Professor-Director, Physiotherapy

Date : 09-03-2015

On behalf of the  
The University of Sydney

Michael Spence  
.....  
Dr. Michael Spence  
Vice-Chancellor and Principal

Date :

K. Refshauge  
.....  
Professor Kathryn Refshauge  
Dean, Faculty of Health Sciences

Date : 10/2/15

RMullerpatan

**NEW MEMBER AGREEMENT**

This agreement is made and entered into on this 15<sup>th</sup> day of October, 2015 between;

Indian Institute of Technology, Bombay, a research and educational institution in technology and engineering disciplines established by a special act of Parliament of Republic of India having its office at Powai, Mumbai-400 076, India, hereinafter referred to as 'IITB' and **MGM Institute of Health Sciences**, Kamothe Navi Mumbai, 410209

MGM Institute of Health Sciences, Kamothe Navi Mumbai registered under societies Act, 1860 and having its registered office address at MGM campus, sector 1, Kamothe Navi Mumbai 410209 hereinafter referred as "MGM Institute of Health Sciences".


WHEREAS A Healthcare Consortium was formed vide a Consortium Agreement dated 7th September, 2011 between Indian Institute of Technology, Tata Memorial Centre, National Institute of Research in Reproductive Health, **King** Edward Memorial Hospital and Span Diagnostics Ltd (the 'Consortium Agreement' -Annexure -A) for the objectives and modes of collaboration as contained therein.

WHEREAS in pursuance thereof a Healthcare Consortium was formed to carry out and effectuate the purposes under the said Consortium Agreement with the aforesaid founding partner organizations as Members thereof. The Healthcare Consortium has undertaken and started many health care activities/projects and initiatives as envisaged under the said agreement.

WHEREAS the MGM Institute of Health Sciences has shown its interest, intends to and is keen to join and partake in the activities of the said Healthcare Consortium vide its letter/proposal dated 10<sup>th</sup> April 2015 to the Consortium.

WHEREAS In view of the aforesaid letter/proposal reflecting the desire of MGM Institute of Health Sciences intending to become a Member of the Healthcare Consortium, the Advisory Committee has accepted/approved such a proposal of the MGM Institute of Health Sciences, to become a new Member of the Healthcare Consortium, in its Board meeting dated 10<sup>th</sup> April 2015. Further, the Advisory Committee has approved and authorized IITB to enter into an agreement with MGM Institute of Health Sciences for inducting in the Healthcare Consortium as a New Member based on the condition that such intending New Member agrees to the terms of the Consortium Agreement.

Now, therefore, the Parties hereto, agree to the following,

( 1/2 )  
  
R. P. Mullur  
 R. P. Mullur



1. The MGM Institute of Health Sciences hereby agrees that in addition to the terms of this agreement, it shall be subject to, bound and governed by the terms and conditions of the said Consortium Agreement (Annexure 1).
2. The MGM Institute of Health Sciences, hereby agrees that, upon execution hereof, it shall be assigned/accorded the status of a Member in the Healthcare Consortium and shall duly discharge or partake in all activities of the said consortium as per the terms of the said Consortium Agreement and the guidelines issued by the Advisory Committee from time to time.
3. The said Consortium Agreement (annexed hereto as Annexure 1) and the terms thereof are incorporated in its entirety herein by reference and form an integral part of this agreement.
4. IITB is executing this agreement with the MGM Institute of Health Sciences as a confirming party for inclusion of the MGM Institute of Health Sciences as a Member of the said consortium, as authorized by the Governing Council.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto, have executed this New Member Agreement as set forth below;

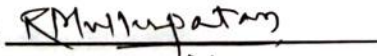
**MGM Institute of Health Sciences,  
Kamothe, Navi Mumbai**

By: 

Name: Lt. Gen. Dr. Shibban .K. Kaul

Title: Pro Vice Chancellor

Date: 15<sup>th</sup> October, 2015

By: 

Name: Dr. Rajani Mullerpatan

Title: Prof – Director, Physiotherapy

Date: 15<sup>th</sup> October, 2015

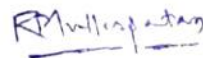
**INDIAN INSTITUTE OF TECHNOLOGY  
BOMBAY, FOR CONSORTIUM**

By:   
26/10/15

Name: Prof. K. P. Kaliappan

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
For Director, IIT Bombay



(2/2)

To,  
The Director  
IIT Bombay

Letter of Intent

I am writing in connection with the Healthcare Research Consortium at IIT Bombay.

This is to confirm our principle interest to participate as a member of the consortium. We understand that this may involve sharing facilities, pooling expertise, participating in joint educational and training programmes and research projects for mutual benefit.

We nominate the undersigned \_\_\_\_\_, from \_\_\_\_\_, as a nodal point to represent our organization in the healthcare research consortium.

As active members of the Consortium, we agree to initiate and/or participate in conducting workshops, seminars, conferences, joint projects or any other research/ educational/ societal level ventures that will promote the Consortium as a multi-disciplinary platform for healthcare research in India.

We look forward for working together along with other consortium members to make a greater impact to healthcare in time.

Organization Representative

12<sup>th</sup> May ~~2015~~ 2015

Hon'ble Vice Chancellor -

Sir, following our meeting yesterday, may I request your opinion on the faculty member nominated by MEMIHS as a point of contact.

In all earlier communications, <sup>& meeting</sup> I have represented MEMIHS.

Please advise. After your advice, I shall complete the LOI on MEMIHS letter head & seek your signature. Thank You.

Kind Regards.

RMullurpatan

Signature of NAO. do!

PVC Dr Kael

Dr. Rajani Mellarappa

RMullurpatan





## MGM INSTITUTE OF HEALTH SCIENCES

(Deemed University u/s 3 of UGC Act 1956)

Grade 'A' Accredited by NAAC

To,

The Director  
IIT Bombay

### Letter of Intent

I am writing in connection with the Healthcare Research Consortium at IIT Bombay.

This is to confirm our principle interest to participate as a member of the consortium. We understand that this may involve sharing facilities, pooling expertise, participating in joint educational and training programmes and research projects for mutual benefit.

We nominate the undersigned Lt.Gen. Dr.S.K.Kaul & Prof.Rajani.P. Mullerpatan, from MGMIHS, as nodal points to represent our organization in the healthcare research consortium.

As active members of the Consortium, we agree to initiate and/or participate in conducting workshops, seminars, conferences, joint projects or any other research/ educational/ societal level ventures that will promote the Consortium as a multi-disciplinary platform for healthcare research in India.

We look forward for working together along with other consortium members to make a greater impact to healthcare in time.

Organization Representatives

Lt.Gen. Dr. S.K.Kaul,  
Pro Vice Chancellor  
MGMIHS  
Email: [pvc@mgmuhs.com](mailto:pvc@mgmuhs.com)  
Tel.: 022-27437602

Prof.Rajani P Mullerpatan  
Prof-Director, Physiotherapy &  
MGM Centre for Human Movement Science  
MGMIHS, Navi Mumbai  
Email: [rajani.kanade@gmail.com](mailto:rajani.kanade@gmail.com)  
Mobile: 9920048476

Date: 18.05.2015

0/c

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This agreement is made and entered into on this 15<sup>th</sup> day of October, 2015 between;

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WHEREAS In view of the aforesaid letter/proposal reflecting the desire of MGM Institute of Health Sciences intending to become a Member of the Healthcare Consortium, the Advisory Committee has accepted/approved such a proposal of the MGM Institute of Health Sciences, to become a new Member of the Healthcare Consortium, in its Board meeting dated 10<sup>th</sup> April 2015. Further, the Advisory Committee has approved and authorized IITB to enter into an agreement with MGM Institute of Health Sciences for inducting in the Healthcare Consortium as a New Member based on the condition that such intending New Member agrees to the terms of the Consortium Agreement.

Now, therefore, the Parties hereto, agreed to the following:

*[Handwritten signature]* (1/2)  
*[Handwritten signature]*  
*[Handwritten signature]*



1. The MGM Institute of Health Sciences hereby agrees that in addition to the terms of this agreement, it shall be subject to, bound and governed by the terms and conditions of the said Consortium Agreement (Annexure 1).
2. The MGM Institute of Health Sciences, hereby agrees that, upon execution hereof, it shall be assigned/accorded the status of a Member in the Healthcare Consortium and shall duly discharge or partake in all activities of the said consortium as per the terms of the said Consortium Agreement and the guidelines issued by the Advisory Committee from time to time.
3. The said Consortium Agreement (annexed hereto as Annexure 1) and the terms thereof are incorporated in its entirety herein by reference and form an integral part of this agreement.
4. IITB is executing this agreement with the MGM Institute of Health Sciences as a confirming party for inclusion of the MGM Institute of Health Sciences as a Member of the said consortium, as authorized by the Governing Council.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto, have executed this New Member Agreement as set forth below;

**MGM Institute of Health Sciences,  
Kamothe, Navi Mumbai**

By: \_\_\_\_\_

Name: Lt. Gen. Dr. Shibban .K. Kaul

Title: Pro Vice Chancellor

Date: 15<sup>th</sup> October, 2015

By: \_\_\_\_\_

Name: Dr. Rajani Mullerpatan

Title: Prof – Director, Physiotherapy

Date: 15<sup>th</sup> October, 2015

**INDIAN INSTITUTE OF TECHNOLOGY  
BOMBAY, FOR CONSORTIUM**

By: \_\_\_\_\_

Name: Prof. K. P. Kaliappan

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(2/2)

**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

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**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

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- 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's 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](http://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:

*[Handwritten signature]*

*[Handwritten initials]*

*[Handwritten signature]*



- 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:

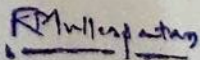
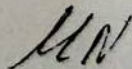
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*R. Mulligan*



- 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.

RM Mulligan

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*[Handwritten initials]*



**PARAGRAPH 14**  
**ATTACHMENTS TO THE MOU**

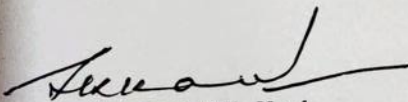
14. Attached is the detailed overview of the MGM-WSC Project (Annexure-A) with the background and status of WSC and the justification and budget for the Spine Care Project that will be presented to organizations that support WSC and private foundations for funding.

**PARAGRAPH 15**  
**FINAL PROVISIONS**

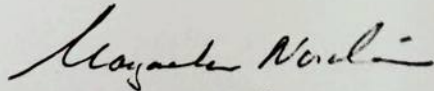
15. The foregoing represents the understanding reached between the participants on matters referred to in this MOU and supersedes all prior written or oral negotiations, commitments or memoranda between participants.

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.

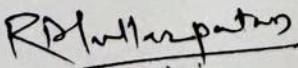
SIGNED AT MGM INSTITUTE OF HEALTH SCIENCES, Kamothe, Navi Mumbai this 10<sup>th</sup> DAY OF NOVEMBER 2016.



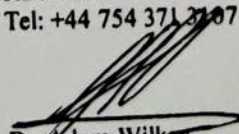
Dr. (Lt. Gen.) S.K. Kaul  
Vice Chancellor  
MGM Institute of Health Sciences  
Kamothe, Navi Mumbai  
India -410 209.  
Tel: 02227432471



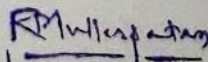
Prof. Margareta Nordin  
President  
World Spine Care Europe  
Mira House, 1 Miry Lane  
Thongsbridge  
Holmfirth, England  
HD9 7SA  
Tel: +44 754 371 2107



Dr. Rajani Mullerpatan  
Professor-Director  
MGM Institute's  
University Department of Physiotherapy  
Kamothe, Navi Mumbai India -410 209



Dr. Adam Wilkey  
Vice President  
World Spine Care Europe





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made at Navi Mumbai this 19<sup>th</sup> day of November, 2018.

MGM Institute of Health Sciences, a deemed to be University having its office at Plot No 1 & 2, Sector No.1 Kamothe Navi Mumbai, 410-209 through the MGM School of Physiotherapy and MGMIHS OMICS Research Center represented by its Authorized representative Dr Rajesh Goel, Registrar ( hereinafter referred to as the "Institute ")

AND

Kaivalyadhama S.M.Y.M.Samiti , having its office at Swami Kuvalyananda Marg, Parsi Colony, Lonavala, Maharashtra 410403 through its Authorized representative, Mr Subodh Tiwari , Chief Executive Officer ( hereinafter referred to as "Samiti")

### WHEREAS:

1. The MGM School of Physiotherapy has been established in the year 2008 and is run and administered by the MGM Institute of Health Sciences, a deemed to be University. The Institute undertakes and conducts the BPT course (a 4 1/2 year course) and MPT course (2 year course). The Institute provides good quality education to its students in the field of Physiotherapy and has all the required facilities including research facilities and advanced laboratories. The Institute also undertakes research projects and programs for its students and faculty. The Institute has already undertaken various projects, programs and research activities with World Spine Care, University of Sydney and IIT Mumbai.
2. The MGM School of Physiotherapy is desirous of providing its students/faculty with the advanced knowledge and experience of applying yogic practices, asanas, therapies in the Physiotherapy field/treatment with an objective to enhance students/faculty knowledge and providing to the society a well educated mind and experienced hands in advancing the healing process and in an attempt to ensure that the patient, his/her attendants and other persons (preventive cure) get the benefit of yogic practices and asanas with scientific evidence in conjunction with modern techniques whereby the healing recovery process would be enhanced and made more effective.

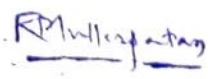


RPTW/Signature





3. MGMIHS OMICS Research Center is a centre of excellence in drug discovery and molecular diagnostics. Center is accelerating the basic and applied research. Using various domains of OMICS such as genomics, proteomics and computational biology, this center is providing unique and exploratory platform for discovery research. Research and technology innovation of center is mainly revolving around the integration of advanced knowledge of protein science, enzymology, metabolic network, natural products chemistry, green synthesis etc. The thrust area of this centre i.e. biomarker discovery, rational drug discovery, nano-biotechnology, reversal of drug resistance and green technology. Presently centre is actively engaged in discovery and diagnostic research in the area of tuberculosis, malaria, obesity and diabetes. MGMIHS OMICS Research Center is an interdisciplinary synergy and it is also acting as central facility for MGMIHS research. Faculty, clinician, scientific staff and students are using this facility. Researchers of centre have been also awarded by various national and international organization/foundation.
4. The Institute has the available infrastructure, laboratories, facilities and opportunities to evaluate yoga interventions (both at molecular level and bio mechanical investigations), to evaluate the effect of the yoga asanas, practices, kriyas on patients and other healthy willing participants, to measure, test and investigate the effect of the yoga asanas, practices, kriyas on the patients and other healthy willing participants.
5. Samiti was established in the year 1924 by Rev. Swami Kavalayananda and is a pioneer institute to carryout scientific and philosophic literary research, training and therapy in yoga. The Samiti is aided by the Ministry of HRD, Government of India and affiliated to the Pune University as a Research Institute. The Center has been recognized as a Scientific Research Institute by the Department of Scientific and Industrial Research Organization under Ministry of Science and Technology, Government of India.
6. Samiti has yoga instructors/yoga teachers and has initiated yoga awareness programs and projects patients, their attendants and other health persons (preventive cure) with various ancient effortless yoga practices and asanas, relaxation and healing techniques for the body and mind so as to help in a faster recovery and well being of the body, mind and soul.
7. Samiti has available with it and/or has the ability to design yoga interventions (methods of Yoga kriyas), the ability to participate in the delivery of the yoga interventions and to play an important role in explaining, training the participant (patient and healthy person) and students.



8. The parties intend to work together to develop a collaborative arrangement whereby the parties agree to participate in collaborative patient care, student training, research projects and other activities like conducting workshops, awareness camps etc and also to jointly evaluate and interpret the final outcome of combining their respective expertise and resources .
9. The aim and object of working together is to enhance the use of yogic asanas, *kriyas*, practices and methods and thereby generate scientific evidence for yoga practices. The parties intend to do undertake robust research and investigations, its effect and derive archivable evidence to demonstrate the meeting of yoga and science and its combined benefits etc.
10. The parties are desirous of reducing the basic understanding and the terms and conditions in writing.

IT IS NOW AGREED BETWEEN THE PARTIES AS FOLLOWS:-

11. The parties will use their reasonable endeavors to effect with best ethical practices, within the parties limitations :-
  - (a) To attain the aims and objectives as stated herein above;
  - (b) To use their independent expertise, knowledge, infrastructure , facilities to design, develop and enhance the use of Yoga interventions in patient care and health promotion;
  - (c) To study /evaluate the interventions, to measure, test and investigate the effect of the yoga interventions and develop joint devices, products, intellectual properties etc ;
  - (d) To participate in delivering the yoga interventions, explaining and training the participants including patients, students and faculty etc;
  - (e) To develop and pursue collaborative research projects, shared intellectual property;
  - (f) To visit the other party/deploy members of its team for the purpose of participating in patient care, student training, research programs and other agreed activities;
  - (g) To encourage the exchange of scientific methods, materials publications and other information between parties ;
  - (h) To provide assistance on research projects and scientific inputs to develop and advance the use of yoga and yogic practices in physiotherapy and for the advancement treatment provided to patients;






(i) To undertake joint discussions and interactive sessions between the faculty/teachers of the institutions so as to solve problem areas, address issues and discuss on new methods and/or combined practices to develop and better treatment and patient care;

12. The parties agree that this Memorandum of Understanding is in no way intended to create legal or binding obligations on either parties and serves only as a record of the parties current intentions to enhance relationships of the parties between them with a view and object to improve health related quality of life of people with disorders and integrate them in the society.


13. Before any of the activities set out in this MOU are undertaken or implemented, the parties agree to execute formal and binding agreements/documents between them which will detail the specific form, and contents of the activities, address the responsibilities and rights of each of the parties in relation to the activities. The parties agree to negotiate the terms of any such agreement(s) in good faith and for the purposes of enhancing the relationships of the parties and in furtherance of the aims and objectives of this Memorandum of Understanding.

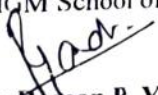
For MGM Institute of Health Sciences

Authorized representative

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

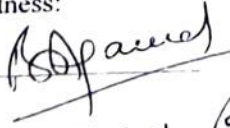
Chief Research Officers

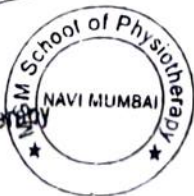
  
**Dr Rajani Mullerpatan**  
Director,  
MGM School of Physiotherapy  
Professor - Director  
MGM School of Physiotherapy  
MGMIHS, Navi Mumbai

  
**Dr. Raman P. Yadav**  
Technical Director,  
MGMIHS OMICS Research Center

Witness:

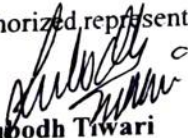
1.

  
I/C Principal  
MGM School of Physiotherapy  
Navi Mumbai

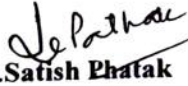


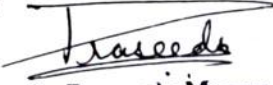
For Kaivalyadhama S.M.Y.M.Samiti

Authorized representative

  
**Shri Subodh Tiwari**  
Chief Executive Officer

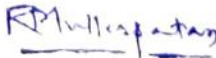
Chief Research Officer

  
**Dr. Satish Phatak**  
Research Associate

  
**Dr. Praseeda Menon**  
Research Officer

Witness:

1.







## 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 MGMIIS 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, MGMIIS 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.



B. P. Ranga

## 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;



B. Range



- 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,

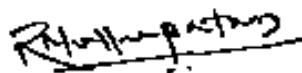
Navi Mumbai.

Name: Dr. Rajesh Goel

Designation: Registrar

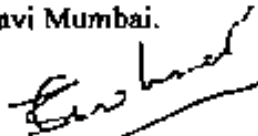
Date:

In presence of



Dr. Rajani Mullerpatan, Director,

MGM School of Physiotherapy,  
MGM Institute of Health Sciences,  
Navi Mumbai.



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

Shri Vitthal Education and Research Institute,

Pandharpur

Name: Dr. B. P. Ronge

Designation: Secretary

Date:

In presence of



Dr. R. R. Gidde

Dean, R & D  
SVERI's College of Engineering,  
Pandharpur



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



  
SECRETARY  
Shri Vitthal Education & Research  
Institute, Pandharpur



15



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into as of 25<sup>th</sup> April, 2022 by and between **Mahatma Education Society's Pillai College of Engineering**, a autonomous engineering college under University of Mumbai having its office at Dr K.M. Vasudevan Pillai Campus, Sector 16, New Panvel, Dist. Raigad – 410206 through its Principal Dr Sandeep M Joshi (hereinafter referred to as “PCE” 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 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').

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

**Whereas Pillai College of Engineering** is a reputed engineering college in Navi Mumbai. It is an autonomous institute affiliated to the University of Mumbai and is recognized by Government of Maharashtra. The college has six departments for UG and PG courses and is also a recognized research center of Mumbai University which offers PhD programs in Mechanical Engineering, Computer Engineering and Information Technology. The institute is NAAC accredited with A+ grade and three of its departments have been accredited by NBA. Faculty of PCE is very active in R & D and have completed projects for government agencies such as DST, BRNS, ICSSR and UGC. The institute also has an B.Sc. and MSc Programs in Biotechnology in its sister institute Pillai College of Arts, Commerce and Science, New Panvel, Mumbai.

Whereas MGM Institute of Health Sciences, a deemed to be University, NAAC accredited with A grade, was established in the year 2006. The MGM School of Physiotherapy (MGMSOP), is a constituent unit/department of MGMIHS. MGMSOP undertakes and conducts the BPT course (4 ½ year course) and MPT course (2 year course). 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: -

- 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, prototype 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, postgraduate, and doctoral programs in their areas of expertise.
- Submit joint proposals for seeking external funding agencies.
- Participate in joint courses, workshops, and other activities.

## **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 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.

## 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:

**Mahatma Education Society's Pillai College of Engineering**

Address – Dr. K.M. Vasudevan Pillai Campus, Sector 16, New Panvel, Distt Raigad –  
410206

**MGM Institute of Health Sciences**

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

## 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.**

PCE 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. Mahatma Education Society's Pillai College of Engineering**

Dr. Sandeep M Joshi

Principal

Date: 4/5/22

In presence of

i. Dr. Prem S. Goyal,  
Dean R&D,  
Pillai College of Engineering


ii. Dr. Richa S. Agrawal,  
Vice President, IIC  
Pillai College of Engineering

  
PRINCIPAL

MAHATMA EDUCATION SOCIETY'S  
PILLAI COLLEGE OF ENGINEERING (AUTONOMOUS)  
Dr. K.M. Vasudevan Pillai Campus, Sector-16,  
New Panvel-410206, Navi Mumbai, Maharashtra, INDIA







**2. MGM Institute of Health Sciences, Navi Mumbai**

Dr Rajesh Goel

Registrar

Date:

In presence of

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

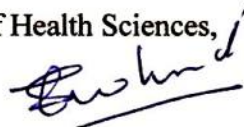
ii. Dr. Rajani Mullerpatan  
Professor-Director  
MGM School of Physiotherapy,  
MGM Institute of Health Sciences,  
Navi Mumbai

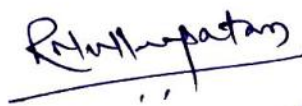


Dr. Rajesh B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University u/s 3 of 1956)  
Navi Mumbai- 410 209











## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of 01<sup>st</sup> November, 2023 by and between

The College of Physiotherapy, Medical Trust Institute of Medical Sciences, affiliated to Kerala University of Health Sciences, Irumpanam, Kochi, Kerala, is a self-financing institute, and has been granted the status of Institute of Eminence by Ministry of Education having its registered office at Kochi through its Principal Prof. Arun Thachil (hereinafter referred to as “MTIMS” 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 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’).

Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences, and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas “Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences, ” is a reputed college in Kerala. Medical Trust Hospital, a NABH accredited 750 bed Multi-specialty acute-cum-critical care referral hospital, is one of the most well-equipped and premier hospitals in South India. Since inception in 1973, the Hospital has come a long way with the commitment comprising of internationally acclaimed doctors/surgeons and efficient support staff, and world-class facilities. Set up in the heart of city of Cochin, the hospital provides the right environment for the medical and the allied health sciences education and training.

Medical Trust Hospital was the first hospital in Kerala to set up a specialty sports medicine wing to provide services to sports persons to enhance their performance by prevention and rehabilitation of sports injuries. Over the years the Physiotherapy department has provided services to international, national and state championships and players. The institute has experienced faculties and laboratories equipped with the state of the-art facilities.



MTIMS, College of Physiotherapy commenced in the year 2004-05, was affiliated to Mahatma Gandhi University, Kottayam until 2010. Since 2010, the institute is affiliated to Kerala University of Health Sciences (KUHS), Thrissur and conducts Bachelor of Physiotherapy with 50 intake, Master of Physiotherapy with 10 intake in Musculoskeletal & sports, Neurology, Cardio-respiratory and Pediatrics. Institute is approved research center of KUHS and conduct PhD program in Physiotherapy.

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 College of Physiotherapy, MTIMS, has exclusive facilities of renal transplantation units, accessibility to sports academies, active geriatric care group and maximum number of joint replacement surgeries, which can be utilized in collaborative research projects. The institute is also actively engaged in sports training of specially-abled persons.

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. Student training: To provide specialized skill training to students of Medical Trust Institute, Kerala, through certificate courses and workshops offered by MGM School of Physiotherapy, Navi Mumbai.
- ii. Research: To engage in collaborative research projects in the area of human movement science, rehabilitation of people with chronic kidney disease, sports training of specially abled persons and fitness testing.

**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 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:

The College of Physiotherapy, Medical Trust Institute of Medical Sciences, Kerala University of Health Sciences

Address : Medical Trust Institute of Medical Sciences, College of Physiotherapy, River East Road, Irumpanam, Kochi, Kerala 682309

**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.**

Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences 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.

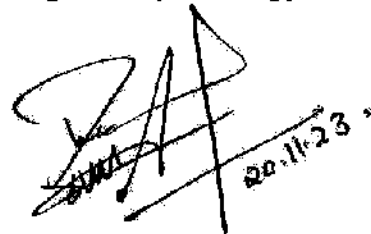
Through its authorized representative

1. The Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences, Thrissur

Prof. Arun Thachil,

Principal, Medical Trust Institute of Medical Sciences

Date: 20.11.23.



In presence of

1. Dr. M I John,  
Dean, Medical Trust Institute of Medical Sciences

2. Prof. Anila Paul  
HOD, College of Physiotherapy



2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel

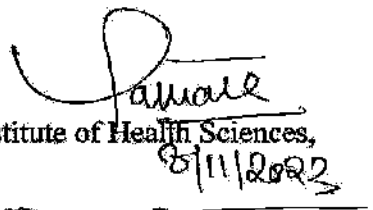
Registrar

Date:

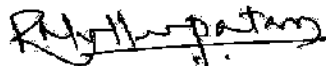


In presence of

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





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **4<sup>th</sup> 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

  
04/09/23  
Associate Dean  
Sponsored Research and Consultancy Division (SR&C)  
BITS PILANI-K K Birla Goa Campus

**2. MGM Institute of Health Sciences, Navi Mumbai**

Dr Rajesh Goel  
Registrar  
Date:

  
04/09/23  
Dr. Rajesh B. Goel  
Registrar  
MGM Institute of Health Sciences  
(Deemed University as per Act No. 19 of 1956)  
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





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **27<sup>th</sup> November 2023** by and between Auptimo Technologies LLP, having its registered office at - 892B/8, Near Jahaz Mahal, Mehrauli -110030, New Delhi, India through its Designated Partner, Mr. Siddharth Hans (hereinafter referred to as “Auptimo” 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 its constituent unit/department the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothé, Navi Mumbai, 410209 through its Authorized Representative, Dr Rajesh Goel, Registrar, (hereinafter referred to as ‘MGMIHS/MGMSOP’).

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

Whereas “Auptimo is an Indian startup founded in 2016 with an objective of providing affordable, easy-to-use and clinically accurate biomechanical analysis tools to clinicians. GaitON, a portable and reliable motion analysis system developed by Auptimo has powerful inbuilt protocols make it extremely easy to perform any biomechanical assessments like posture, gait, running, and sports-specific analysis.

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, Auptimo has developed several novel technologies for evaluation of movement and biomechanical assessments like posture, gait, running, and sports-specific analysis which can be utilized in collaborative research projects. Auptimo approached MGM School of Physiotherapy for validation of their existing technology and design and development of other movement related technology through collaborative research.

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. Research: To undertake collaborative research activities for clinical validation of existing technology of Auptimo and develop novel technology for effective clinical and community-based rehabilitation interventions.
- ii. Student training: To engage in short industry-academia interaction programs in the form of faculty/student visits for exposure to industry, research and development, participation in workshops, seminars and academic meetings.

**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 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:

### **Auptimo Technologies LLP**

Address: 892B/8, Near Jahaz Mahal, Mehrauli -110030, 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.**

Auptimo 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. 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

Auptimo Technologies LLP, 892B/8, Near Jahaz Mahal, Mehrauli -110030,

New Delhi, India

Mr Siddharth Hans, Designated Partner, Auptimo

Date: 27.11.2023

In presence of

1. Jaideep Singh, Designated Partner, Auptimo

2. Madhavi Sharma, Business Development, Auptimo

For AUPTIMO TECHNOLOGIES LLP

*Siddharth Hans*  
16/01/2024

Authorized Signatory

*Jaideep Singh*  
*Madhavi*

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel

Registrar

Date: 21/11/23

**Dr. Rajesh B. Goel**  
Registrar

**MGM Institute of Health Sciences**  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

In presence of

*Pathak*  
1. Dr. Chandramani Pathak 21/11/2023  
Research Director, MGM Institute of Health Sciences,  
Navi Mumbai

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





**DRAFT FOR APP  
ROVAL**

**MEMORANDUM OF UNDERSTANDING  
ON ACADEMIC COOPERATION**

**Between**

**UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY (ONTARIO TECH  
UNIVERSITY)  
Oshawa, Ontario, Canada**

**And**

**MAHATMA GANDHI MISSION INSITUTE OF HEALTH SCIENCES  
NAVI MUMBAI, MAHARASHTRA, INDIA.**

1. The University of Ontario Institute of Technology (“**Ontario Tech University**”), founded in 2002, is a public university in Oshawa, Canada. With a focus and foundation in technology, science and professional practice, Ontario Tech University advances the discovery and application of knowledge that accelerates economic growth, regional development and social innovation and empowers graduates to impact their broader communities (**Party of the First Part**).
2. Mahatma Gandhi Mission Institute of Health Sciences, a deemed to be University, is a research and educational institution established in 2006 which runs and administers various educations institutions offering various educational programs (hereinafter referred to as ‘**MGMIHS**’). The MGM School of Physiotherapy (MGMSOP), is a constituent unit of MGMIHS which undertakes and conducts the BPT course (4 1/2 year course) and MPT course (2 year course). 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 and is engaged in research, development of medical technology and validation of medical devices. (**Party of the Second Part**)

### **OBJECT AND PURPOSE:**

3. The object and purpose of this Memorandum of Understanding (“**MOU**”) is to encourage and facilitate the development of mutually beneficial relations between ONTARIO TECH UNIVERSITY and MGMIHS, hereinafter referred to collectively as the “Parties,” or individually a “Party.” Both Parties wish to promote cooperation in academic training, teaching and collaborative research and agree to explore:
  - Cooperation on academic programs
  - Development of joint research activities
  - Bilateral mobility of faculty for research and training
  - Bilateral mobility of student for research and training
  - Participation in seminars and academic / research meetings
  - Exchange of materials arising from joint research and training activities
  - Special short-term academic courses
  - Any other activities deemed mutually beneficial after joint agreement
4. The terms of cooperation for each specific activity or program or project which is proposed to be implemented under this MOU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of such activity and will be the subject of separate agreements. Each specific activity or program or project undertaken shall have a separate and independent agreement setting out the terms and conditions thereof.

### **NON-BINDING NATURE**

5. This MOU is intended only to set forth the general understanding of the Parties with respect to the subject matter herein and does not, and is not intended to, contractually bind the Parties. Neither Party will incur any obligations to the other Party, financial or otherwise, upon



execution of this MOU. Neither Party will incur any obligations to the other Party in the absence of a subsequent written agreement to accept specific financial or other obligations.

**TERM, TERMINATION AND AMENDMENTS :-**

6. This MoU becomes effective from the day the representatives of both Parties affix their signatures below and will continue for an initial period of five (5) years, whereupon it will be reviewed and may be extended by mutual written agreement of both Parties. This MOU if required be amended through the mutual agreement of both Parties. The amendment shall be by way of a written addendum signed by both the parties.
7. This MOU may be terminated by either Party upon providing thirty (30) days' prior written notice signed by an authorized representative of the notifying Party. On termination no new activity or program or project will be commenced between the parties. The termination of this MOU will not affect any independent agreements entered into for any specific activity or project undertaken by the Parties, unless otherwise indicated in the subsequent independent agreement.

**GENERAL**

8. The administration of this MOU will be the responsibility of the Provost and VP Academic at ONTARIO TECH UNIVERSITY and the Office of the Registrar, Mahatma Gandhi Mission Institute of Health Sciences.
9. Where the Parties intend to use the name of the other Party, including any of its constituent departments, programs or logos, relating in any way to the activities described in this MOU, such use or publication will be in a form approved by the other Party.
10. The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party desires to disclose information of a confidential or proprietary nature, the Parties will enter into a separate written confidentiality agreement.





11. Treatment of intellectual property rights developed through collaboration under this MoU will be determined by the Parties through mutual consultation and separate written agreements on a case-by-case basis.

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. University of Ontario Institute of Technology (Ontario Tech University)**

Lori Livingston, PhD  
Provost and Vice-President, Academic  
University of Ontario Institute of Technology



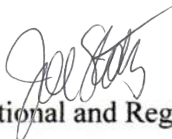
Date:

In presence of

1. Carol Rodgers, PhD  
Dean, Health Sciences



2. Joseph M. Stokes, EdD  
Assistant Vice-President International and Registrar



**2. MGM Institute of Health Sciences, Navi Mumbai**

Dr Rajesh Goel  
Registrar  
MGM Institute of Health Sciences  
Navi Mumbai



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

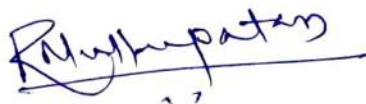
Date:

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





## MEMORANDUM OF UNDERSTANDING

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

Society for Education, Action and Research in Community Health (SEARCH), Gadchiroli Maharashtra, India, Campus, an internationally renowned community health organization, through its Director Dr. Abhay Bang (hereinafter referred to as "SEARCH" 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 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').

Society for Education, Action and Research in Community Health (SEARCH), Gadchiroli and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas "Society for Education, Action and Research in Community Health (SEARCH)" is a Non-Governmental Organization (NGO) working in the poorest, semi-tribal district, Gadchiroli, in the state of Maharashtra, India. SEARCH runs several health programs such as providing medical care through a hospital for the tribal and rural people of Gadchiroli, community health care in 230 villages, reproductive health education for youth and women, prevention and deaddiction of alcohol and tobacco, participatory program for tribal development, training of trainers from different part of country and abroad, field research to improve rural health services and advocacy to influence policy. Over past 37 years, SEARCH has been able to make some important breakthrough in the public health problems of India, and globally.

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

1

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





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 evaluation of human motion and development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders.

Whereas, SEARCH has exclusive facilities of established a solid community support in the villages of Gadchiroli due to its work in the area over past 37 years, has a dedicated Centre for Spine and Joint Health (CSJH), conducts regular OPDs, IPDs, Surgeries and Physiotherapy in SEARCH Hospital. The center also runs a Mobile Physiotherapy unit to villages. SEARCH receives the service of eminent spine surgeon, expertise in Physiotherapy and rehabilitation, and is in the process of establishing a dedicated Neuro-rehabilitation center.

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. Student training: To provide experiential learning experience to MPT students in public health.



- ii. Research: To engage in collaborative research projects and jointly supervised PhD projects.

## 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

  
Dr. Rajesh B. Goel  
Registrar

JGM Institute of Health Sciences  
University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209





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. The program ideas, innovations, pilots, practices developed by any one party prior to this MoU or independent of each other will be kept confidential, and will not be copied, imitated, replicated or shared by the other party without written consent of the originator party.
- v. 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 coming out of the joint research shall be jointly published. 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

  
Dr. Rajesh B. Goel  
Registrar

MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209



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:

Society for Education, Action and Research in Community Health (SEARCH),

Address: Gadchiroli, Maharashtra, 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.**

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





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.**

SEARCH 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. Society for Education, Action and Research in Community Health (SEARCH),  
Gadchiroli, Maharashtra, India**

Dr. Abhay Bang  
Director, SEARCH  
Date:



In presence of

1. Dr. Anand Bang  
Jt. Director, SEARCH

2. Mr. Tushar Khorgade  
Jt. Director, SEARCH

**2. MGM Institute of Health Sciences, Navi Mumbai**

Dr Rajesh Goel  
Registrar  
Date: 04<sup>th</sup> September 2023

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



In presence of

1. Dr. Shashank Dalvi  
Vice Chancellor, MGM Institute of Health Sciences,  
Navi Mumbai.

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

3. Dr. Chandramani Pathak  
Research Director, MGM Institute of Health Sciences,  
Navi Mumbai.







**MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PROSTHETICS & ORTHOTICS**  
**(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES, NAVI MUMBAI)**

(Deemed to be University u/s 3 of UGC Act, 1956)

Grade 'A++' Accredited by NAAC

Sector-1, Kamothe, Navi Mumbai-410 209 | Tel.: 022-27437829, 27437620

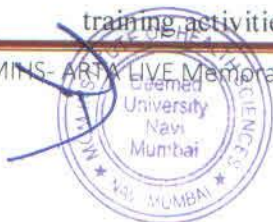
Email: [mgmudpo@mgmuhs.com](mailto:mgmudpo@mgmuhs.com) | Website: [www.mgmudpo.edu.in](http://www.mgmudpo.edu.in)

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") executed on this 21<sup>st</sup> day of AUGUST Two Thousand And Twenty Four ("Effective Date") by and between **MGM Institute of Health Sciences**, through its Department of Prosthetics and Orthotics, MGM Educational Campus, Sector1, Kamothe, Navi Mumbai-410209 (hereinafter referred to as "**MGMIHS/the Institute**") through its authorized signatory Dr. Rajesh B. Goel, Registrar, MGM Institute of Health Sciences, Kamothe, Navi Mumbai and M/s Arta Live Sdn Bhd., with Company registration number (Co No: 842552-X), having its registered office at No 16, Persiaran 65C, Pekeliling Business Centre, off Jalan Pahang Barat, 53000 Kuala Lumpur, MALAYSIA (hereinafter referred to as "**the Company/MNC**") represented by its authorized signatory Mr. Sudarsan Swain, Clinical Manager, Arta Live Sdn Bhd.

**WHEREAS:-**

- (A) MGMIHS is a deemed to be University, recognized under the University Grants Commission Act, 1956. MGMIHS runs and administers educational institutions and medical colleges in Navi Mumbai and Aurangabad. The aims and objects of MGMIHS are to help promote education, medical education, provide good quality medical facilities etc at reasonable rates. The MGM Institute's University Department of Prosthetics and Orthotics (**MGMIUDPO**) is a constituent unit of the MGMIHS. MGMIUDPO is engaged in imparting education and offers the Bachelor's in Prosthetics and Orthotics (B.P.O.) course. MGMIUDPO is also inter alia engaged in various research activities, clinical research and training activities.






IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this MOU, including all the terms and conditions which follow:-

I. Authorized Signatory for  
MGMIHS- MGMUDPO

1.1 Name: Dr. Rajesh B. Goel  
Designation: Registrar

  
Dr. Rajesh B. Goel  
Registrar  
MGM Institute of Health Sciences  
Navi Mumbai - 410209

1.2 Name: Dr. Uttara Deshmukh  
Designation: Head of the Department




1.3 Investigator/ Coordinator:

Name: Dr. Swagatika Mishra, Professor (P&O)

Designation: Jt. Director, International Collaboration,  
MGMIHS, Navi Mumbai

Email id: - [jtdir.ic@mgmuh.com](mailto:jtdir.ic@mgmuh.com)

Contact Number: - +91-8691880410

  
Head of the Department,  
MGM INSTITUTE'S UNIVERSITY DEPARTMENT  
OF PROSTHETICS AND ORTHOTICS  
NAVI MUMBAI

2. Authorized Signatory for  
ARTA LIVE Sdn Bhd

Name: Mr. Sudarsan Swain,  
Designation: Clinical Manager,  
Arta Live Sdn Bhd.

No 16, Persiaran 65C,

Pekeliling Business Centre, off Jalan Pahang Barat, 53000 – Kuala Lumpur, Malaysia

Email id: - [sudarsan@artalive.com.my](mailto:sudarsan@artalive.com.my)

Contact Number: - +60-11-72446773





संचालनालय, वैद्यकीय शिक्षण आणि संशोधन  
DIRECTORATE OF MEDICAL EDUCATION AND RESEARCH

Government Dental College and Hospital Building, Bombay 400 601

क्र. संशोधन/साधक/१५४२२/[१]/अ,

दिनांक:- २ ऑक्टोबर, १९९२.

प्रति,

अधिष्ठाता,

महात्मा गांधी मिशन यांचे वैद्यकीय महाविद्यालय,  
औरंगाबाद.

MGM's Medical College  
Aurangabad  
Inward No. 222  
Date 01/10/92

विषय:- न्याय वैद्यक शास्त्र विभाग, शासकीय वैद्यकीय  
महाविद्यालय, औरंगाबाद येथील मेडिको लिगल  
केस व ऑटोप्सी कर्मि उपास्थित राहण्याबाबत.-  
संदर्भ:- आपले पत्र क्र. समतोप/९१-९२/५३४८/१, दि. २.४.९२

शासनाने शासन पत्र क्र. साधक/१४२२/९८/शेखण-२, दिनांक १८.९.१९९२ न्वये  
महात्मा गांधी मिशन या संस्थेच्या वैद्यकीय महाविद्यालय, औरंगाबाद येथील विद्यार्थी  
एम. बी. बी. एस. च्या विद्यार्थ्यांना शासकीय वैद्यकीय महाविद्यालय, औरंगाबाद येथे  
मेडिको लिगल केस व ऑटोप्सी करण्यात यावेत अटीच्या अधिन राहून परवानगी  
देण्यात आलेली आहे.

१) मेडिको लिगल केस व इक्लिनिकल ऑटोप्सी ~~केस~~ एका वेळी  
१५ विद्यार्थ्यांपेक्षा जास्त विद्यार्थ्यांना पाठवू नये.

२) विद्यार्थ्यांच्या तुकडो बरोबर प्रत्येक वेळी एक अध्यापक उपास्थित जतावर.

३) या दोन्ही प्रकारच्या पोस्ट मार्टम निरीक्षणासाठी शुद्धार व गनिधार  
हे धार ठरविण्यात यावेत.

संदर्भ गोष्टींकरता अधिष्ठाता, शासकीय वैद्यकीय महाविद्यालय, औरंगाबाद  
व अध्यापक न्याय वैद्यक शास्त्र यांच्याशी प्रथम संपर्क साधून विद्यार्थ्यांचे तुकडो  
पाठविण्याबाबत सर्वा कलन विद्यार्थ्यांना मेडिको लिगल केस व ऑटोप्सीच्या  
प्रशिक्षणासाठी पाठविण्यात यावे व त्याबाबतचा अहवाल या संचालनालयात पाठविण्यात  
यावा.

साधक १  
संचालक,

वैद्यकीय शिक्षण व संशोधन, मुंबई-१.

12/10/92  
12/10/92

12/10/92

From: ["AMOLJAYBHAYE"<amoljaybhave01996@gmail.com>](mailto:amoljaybhave01996@gmail.com)  
 To: ["shaikhyahiyaAli"<yahiya.mgmmcha@gmail.com>](mailto:yahiya.mgmmcha@gmail.com)  
 Date: 12/27/2024 11:01:35PM  
 Subject: InterimMonitoringVisitConfirmationKZR-616-202,30-Aug-2024

APhase2b,Randomized,ControlledDouble-blind,MulticenterStudyComparingtheEfficacyandSafetyofZetomipzomib (KZR-616)30mgor60mgwithPlaceboinPatientswithActiveLupusNephritis

DearDr.SudhirGajananKulkarni,DM

Thisistoconfirmmymonitoringvisitfrom30-Aug-2024to31-Aug-2024.Iplantoarriveat10AM,andlestatimatethatmyvisit willlastapproximately8hourperday.

Duringthisvisit,Iwouldliketoreview:

- Subjectpopulationandrecruitmentdocumentation
- Informedconsentdocumentationforallnewlyrecruitedpatients:
- Sourcedata/documentationand(e)CRFdataforthefollowingsubjects:
- 2031104
  
- InventoryofInvestigationalProductandIP-relatedrecords
- Facilities/equipmenttodetermineiftherehavebeenanychanges
- EssentialdocumentsintheInvestigatorSiteFile(s)

AndIwouldliketovisitthefollowinglocations/departments:

Findingsthatrequireyourattentionare:

Findingtype	FindingSubtype	Date
CentralizedMonitoring	SafetyData	18-Aug-2024
	BC11611201-52Sitehasatrendofcancelledlabanalysesduetoissueshataretypicallyrelatedto processissues(e.g.clotting,outsideofstability,hemolysis,insufficientquantityetc.).Refertothe labsamplerreporttofurth reassessandfollowupwiththesitetodeterminerootcauseforthe cancelledtests.Provideretrainingonlabcollectionperthelabmanualtoensurepropercollection andpackagingproceduresarefollowedtoensurethesamplequalityisadequate.	
StudyDocumentation	InvestigatorSiteFile	24-Jun-2024
	SitetosigntheTrainingssignaturelogon-SAREportingon-time-ALCOA,ICH_GCPguidelinesand NDCTrules2019-Protocolprocedures	
SubjectData	SourceDocumentation	24-Jun-2024
	Medicalhistorydocumentswerenotarrangedinchronologicalorderinallrespectivesubjectfiles henceittooksomuchtimetoreviewthemedicalhistorydocuments.Also,EDCwasnotcomplete forpriorandconcomitantmedicationsforallsubjects.	
	SR24Jun2024:Sitewasreiteratedduringthisvisittoarrangethemedicalhistoryofallsubjectsand for1patientitwasarrangedduringthevisit.Sitewasalsoreiteratedtocomplete theEDCas earlyaspossibleandconfirmthesametomonitor.Monitor toFUPwithsiteandgetitcomplete andreviewthesameinnextmonitoring.	
StudySupplies		05-Mar-2024
	At-HomelPAdministrationvideolink-SiteDistribution	



StudySupplies		05-Mar-2024
	UnderstandingYourStudyandConditionvideolink–SiteDistribution	
StudySupplies		05-Mar-2024
	HCPReferralvideolink–SiteDistribution	

I would appreciate it if the above could be addressed before the visit start date.

At the conclusion of my visit, I would like to meet with you to discuss any findings, answer any questions you may have, and provide you with an overall study status update.

I want to thank you in advance for your understanding.

Please reply to this message or contact me at 9310630935 m should you have any questions.

Thanks & Regards

**Amol Jaybhaye**

Clinical Research Coordinator

Department of pharmacology

Clinical Research Center

MGM Medical College & Hospital, Aurangabad

Mobile: 9145514333

Mail ID: [amoljaybhaye01996@gmail.com](mailto:amoljaybhaye01996@gmail.com)

From: "AMOL JAYBHAYE" <amoljaybhaye01996@gmail.com>  
 To: "shaikh yahiya Ali" <yahiya.mgmmcha@gmail.com>  
 Date: 12/27/2024 11:01:35 PM  
 Subject: Interim Monitoring Visit Confirmation KZR-616-202, 30-Aug-2024

A Phase 2b, Randomized, Controlled Double-blind, Multicenter Study Comparing the Efficacy and Safety of Zetomipzomib (KZR-616) 30 mg or 60 mg with Placebo in Patients with Active Lupus Nephritis

Dear Dr. Sudhir Gajanan Kulkarni, DM

This is to confirm my monitoring visit from 30-Aug-2024 to 31-Aug-2024. I plan to arrive at 10AM, and I estimate that my visit will last approximately 8 hour per day.

During this visit, I would like to review:

- Subject population and recruitment documentation
- Informed consent documentation for all newly recruited patients:
- Source data/documentation and (e)CRF data for the following subjects:
- 2031104
  
- Inventory of Investigational Product and IP-related records
- Facilities/equipment to determine if there have been any changes
- Essential documents in the Investigator Site File(s)

And I would like to visit the following locations/departments:

Findings that require your attention are:

Finding type	Finding Subtype	Date
Centralized Monitoring	Safety Data	18-Aug-2024
	BC11611201-52 Site has a trend of cancelled lab analyses due to issues that are typically related to process issues (e.g. clotting, outside of stability, hemolysis, insufficient quantity etc.). Refer to the lab sample report to further assess and follow up with the site to determine root cause for the cancelled tests. Provide retraining on lab collection per the lab manual to ensure proper collection and packaging procedures are followed to ensure the sample quality is adequate.	
Study Documentation	Investigator Site File	24-Jun-2024
	Site to sign the Training signature log on -SAE reporting on-time - ALCOA, ICH_GCP guidelines and NDCT rules 2019 - Protocol procedures	
Subject Data	Source Documentation	24-Jun-2024
	Medical history documents were not arranged in chronological order in all respective subject files hence it took so much time to review the medical history documents. Also, EDC was not complete for prior and concomitant medications for all subjects.	
	SR24Jun2024: Site was reiterated during this visit to arrange the medical history of all subjects and for 1 patient it was arranged during the visit. Site was also reiterated to complete the EDC as early as possible and confirm the same to monitor. Monitor to FUP with site and get it complete and review the same in next monitoring.	
Study Supplies		05-Mar-2024
	At-Home IP Administration video link – Site Distribution	

Study Supplies		05-Mar-2024
	Understanding Your Study and Condition video link – Site Distribution	
Study Supplies		05-Mar-2024
	HCP Referral video link – Site Distribution	

I would appreciate it if the above could be addressed before the visit start date.

At the conclusion of my visit, I would like to meet with you to discuss any findings, answer any questions you may have, and provide you with an overall study status update.

I want to thank you in advance for your understanding.

Please reply to this message or contact me at 9310630935mshould you have any questions.

Thanks & Regards

**Amol Jaybhaye**

Clinical Research Coordinator

Department of pharmacology

Clinical Research Center

MGM Medical College & Hospital, Aurangabad

Mobile: 9145514333

Mail ID: [amoljaybhaye01996@gmail.com](mailto:amoljaybhaye01996@gmail.com)





## CLINICAL TRIAL AGREEMENT

The Clinical Trial Agreement ("**Agreement**") is made by and between:

- **Mahatma Gandhi Mission's Medical College & Hospital**, having a place of business at N-6, CIDCO, Aurangabad – 431003, Maharashtra, India (the "**Institution**"), and
- **Dr. Hafiz Mohd Deshmukh**, having a place of business at Mahatma Gandhi Mission's Medical College & Hospital, N-6, CIDCO, Aurangabad – 431003, Maharashtra, India (the "**Investigator**"), and
- **Meticulous Healthcare and Research Services LLP** at House No 9-1-143, Sharif Colony, Lane No 6, Near Rashion Shop No. 132, Kat Kat Gate, Aurangabad-431001, Maharashtra, India (the "**Research Company**") but if no such third party is required, delete the references to "Research Company" here and the references to Research Company in italics below, and
- IQVIA RDS (India) Private Limited, having a place of business at Omega Embassy Tech Square Marathahalli - Sarjapur Outer Ring Road, Kadubeesanahalli, Bangalore – 560102, Karnataka, India ("**IQVIA**").

Each a "Party" and together the "Parties".

<b>Protocol Number:</b>	BUS-P3-01 (CALM-1)
<b>Protocol Title:</b>	A Phase 3, 52-Week, Randomized, Double-Blind, Placebo-Controlled, Parallel-Arm Efficacy and Safety Study with Open-Label Extension of BLU-5937 in Adult Participants with Refractory Chronic Cough, Including Unexplained Chronic Cough (CALM-1)
<b>Protocol Date:</b>	04 August 2022
<b>Sponsor:</b>	Bellus Health Inc., a wholly owned subsidiary of GSK plc
<b>Country where Site is Conducting Study</b>	India
<b>Investigator:</b>	Dr. Hafiz Mohd Deshmukh: "an employee of Institution"
<b>Key Enrollment Date:</b>	<b>100 Calendar Days after Site Initiation Visit (being the date by which Site must enrol at least one (1) subject as more specifically set out in section 1.7 "Key Enrollment Date" below)</b>
<b>IRB/IEC</b>	Name of the IEC: MGM Ethics Committee for Research On Human Subject Address: MGM Medical College and Hospital, N-6, CIDCO, Aurangabad - 431003, Maharashtra, India IEC Chairperson Name: Dr. Sachin Bhagwat IEC Contact Number: +91 9422212062

The following additional definitions shall apply to this Agreement:

**Protocol:** the clinical protocol referenced above as it may be modified from time to time by the Sponsor (defined below).

Clinical Trial Agreement – IQVIA Global template – 1 May 2019  
Bellus Health Cough, Inc. \_BUS-P3-01 (CALM-1)  
Mahatma Gandhi Mission's Medical College & Hospital\_Dr. Hafiz Mohd Deshmukh \_Final dated  
21Feb2024

Case Report Form or CRF: case report form (paper or electronic) to be used by Site to record all of the Protocol-required information to be reported to Sponsor on each Study Subject (defined below).

Study: the clinical trial that is to be performed in accordance with this Agreement and the Protocol for purposes of gathering information about the compound/medical device identified in the Protocol.

Study Subject: an individual who participates in the Study, either as a recipient of the Investigational Product (defined below) or as a control.

Study Staff: the individuals involved in conducting the Study under the direction of the Investigator.

Investigational Product: the investigational product to be used in the Study, and other products which are required by the Protocol to be used in the Study as a comparator or in combination with the investigational product.

Good Clinical Practices or GCPs: International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use (ICH) Harmonised Tripartite Guideline for Good Clinical Practice as amended from time to time and the principles set out in the Declaration of Helsinki as revised from time to time.

Sponsor: the sponsor of the Study.

Medical Records: the Study Subjects' primary medical records kept by the Institution on behalf of the Investigator, including, without limitation, treatment entries, x-rays, biopsy reports, ultrasound photographs and other diagnostic images.

Study Data: all records and reports, other than Medical Records, collected or created pursuant to or prepared in connection with the Study including, without limitation, reports (e.g., CRFs, data summaries, interim reports and the final report) required to be delivered to Sponsor pursuant to the Protocol and all records regarding inventories and dispositions of all Investigational Product.

Government Official: any officer or employee of a government or of any ministry, department, agency, or instrumentality of a government; any person acting in an official capacity on behalf of a government or of any ministry, department, agency, or instrumentality of a government; any officer or employee of a company or of a business owned in whole or part by a government; any officer or employee of a public international organization such as the World Bank or the United Nations; any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or any candidate for political office; any doctor, pharmacist, or other healthcare professional who works for or in any hospital, pharmacy or other healthcare facility owned or operated by a government agency, ministry or department.

Item(s) of Value: should be interpreted broadly and may include, but is not limited to, money or payments or equivalents, such as gift certificates; gifts or free goods; meals, entertainment, or hospitality; travel or payment of expenses; provision of services; purchase of property or services at inflated prices; assumption or forgiveness of indebtedness; intangible benefits, such as enhanced social or business standing (e.g., making donations to government official's favored charity); and/or benefits to third persons related to government officials (e.g., close family members).

Loaned Equipment: means any equipment temporarily provided to Institution by Sponsor or by a Sponsor Affiliate pursuant to this Agreement only for use in the Study, including, but not limited to, computer hardware and software if provided for the Investigator and Study Staff to use, collect, enter, and report Study data to Sponsor.



**RECITALS:**

**WHEREAS**, IQVIA is providing clinical research organisation services to Sponsor under a separate contract between IQVIA and Sponsor. IQVIA's services include monitoring of the Study and contracting with clinical research sites;

**WHEREAS**, the Institution and Investigator (hereinafter jointly the "Site") are willing to conduct the Study and IQVIA requests the Site to undertake such Study.

**NOW THEREFORE**, the following is agreed:

**1. CONDUCT OF THE STUDY**

**1.1. Compliance with Laws, Regulations, and Good Clinical Practices**

Site agrees that Site and Study Staff shall perform the Study at Institution in strict accordance with this Agreement, the Protocol, any and all applicable local, national and international laws regulations and guidelines, including in particular, but without limitation, GCPs. Site and Study Staff acknowledge that IQVIA and Sponsor, and their respective affiliates, need to adhere to the provisions of (i) the Bribery Act 2010 of the United Kingdom (Bribery Act); (ii) the Foreign Corrupt Practices Act 1977 of the United States of America (FCPA) and (iii) any other applicable anti-corruption legislation.

**1.2. Informed Consent Form**

Site agrees to use an informed consent form that has been approved by Sponsor and is in accordance with applicable regulations and the requirements of the Institutional Review Board ("IRB") or Independent Ethics Committee ("IEC") that is responsible for reviewing the Study. Site shall obtain the prior written informed consent of each Study Subject.

**1.3. Recordkeeping; Access**

**1.3.1. Collection, Storage and Destruction.** Site shall make and maintain records regarding the Study as required by the Protocol, applicable law, and Good Clinical Practices, and in accordance with Institution's standard procedures. Site will retain such records for the maximum period required by applicable law in the country in which Site are conducting the Study. After the expiration of the record retention period, Institution shall delete or destroy Institution's Study records (except Medical Records or source materials owned or solely controlled by Institution) in accordance with Institution's records deletion or destruction practices. Institution and Investigator are responsible to communicate to Sponsor any change in Institution's or Investigator's custodianship and/or location of the records during the record retention period.

**1.3.2. Ownership.** Institution shall retain ownership of Medical Records. The Institution and the Investigator hereby assign to Sponsor all of their rights, title and interest, including intellectual property rights, to all Confidential Information (as defined below) and any other Study Data.

**1.3.3. Access, Use, Monitoring and Inspection.** Site shall provide original or copies (as the case may be) of all Study Data to IQVIA and Sponsor for Sponsor's use. Site shall afford Sponsor and IQVIA and their representatives and designees reasonable access to Site's facilities and to Study records so as to permit Sponsor and IQVIA and their representatives and designees to monitor the Study.

Site shall afford regulatory authorities reasonable access to Site's facilities and to Medical Records and Study Data, and the right to copy Study records.

The Site agrees to cooperate with the representatives of IQVIA and Sponsor, and the Site agrees to ensure that the employees, agents and representatives of the Site do not harass, or otherwise create a hostile working environment for such representatives.

The Site shall immediately notify IQVIA of, and provide IQVIA copies of, any inquiries, correspondence or communications to or from any governmental or regulatory authority relating to the Study, including, but not limited to, requests for inspection of the Site's facilities, and the Site shall permit IQVIA and Sponsor to attend any such inspections. The Site will make reasonable efforts to separate, and not disclose, all Confidential Information that is not required to be disclosed during such inspections.

- 1.3.4. License.** Sponsor hereby grants to Institution a perpetual, non-exclusive, nontransferable, paid-up license, without right to sublicense, to use Study Data (i) subject to the obligations set forth in section 3 "Confidentiality", for internal, non-commercial research and for academic purposes, and (ii) for preparation of publications in accordance with Section 5 "Study Transparency and Publication Rights".
- 1.3.5. Survival.** This section 1.3 "Recordkeeping; Access" shall survive termination or expiration of this Agreement.

#### **1.4. Duties of Investigator**

Investigator is responsible for the conduct of the Study at Institution and for supervising any individual or party to whom the Investigator delegates Study-related duties and functions. In particular, but without limitation, it is the Investigator's duty to review and understand the information in the Investigator's Brochure or device labeling instructions, to ensure that all informed consent requirements are met, to ensure that all required reviews and approvals by applicable regulatory authorities and IRBs or IECs are obtained, and to review all CRFs to ensure their accuracy and completeness.

If the Investigator and Institution retain the services of any individual or party to perform Study-related duties and functions, the Institution and Investigator shall ensure this individual or party is qualified to perform those Study-related duties and functions and shall implement procedures to ensure the integrity of the Study-related duties and functions performed and any data generated.

Investigator agrees to provide a written declaration revealing Investigator's possible economic or other interests, if any, in connection with the conduct of the Study or the Investigational Product.

Investigator agrees to provide a written declaration revealing Investigator's disclosure obligations, if any, with the Institution in connection with the conduct of the Study and the Investigational Product.

Site agrees to provide prompt advance notice to Sponsor and IQVIA if Investigator will be leaving the Institution or is otherwise no longer able to perform the Study. The appointment of a new Investigator must have the prior approval of Sponsor and IQVIA.

#### **1.5. Adverse Events**

The Site shall report adverse events and serious adverse events as directed in the Protocol and by applicable laws and regulations. The Site shall cooperate with Sponsor in its efforts to follow-up on any adverse events. The Site shall comply with its IRB/IEC reporting obligations.

Sponsor will promptly report to the Site, the Site's IRB/IEC, and IQVIA, any finding that could affect the safety of participants or their willingness to continue participation in the Study, influence the conduct of the Study, or alter the Site's IRB/IEC approval to continue the Study.

#### **1.6. Use and Return of Investigational Product and Equipment**

Sponsor or a duly authorized agent of Sponsor, shall supply Institution or Investigator with sufficient amount of Investigational Product as described in the Protocol.

The Site shall use the Investigational Product solely for the purpose of properly completing the Study and shall maintain the Investigational Product as specified by Sponsor and according to applicable laws and regulations, including storage in a locked, secured area at all times.

Upon completion or termination of the Study, the Site shall return or destroy, at Sponsor's option, the Investigational Product and materials and all Confidential Information (as defined below) at Sponsor's sole expense.

Institution and Investigator shall comply with all laws and regulations governing the disposition or destruction of Investigational Product and any instructions from IQVIA that are not inconsistent with such laws and regulations.

Institution agrees that no title to nor any proprietary rights related to the Loaned Equipment is transferred to Institution, that the Loaned Equipment will be used only for the Study and only as described in the Protocol and any other written directions provided by Sponsor, that the Loaned Equipment will not be transferred by Institution to the possession of any third party without the written consent of Sponsor, and that, at Sponsor's request or the completion of the Study, Institution will return the Loaned Equipment and all related training materials and documentation to Sponsor or its designated agent.

Following reasonable advance notice, Investigator and Study Staff will attend scheduled training to use the Loaned Equipment. The Loaned Equipment will be kept in secure location and Institution will be responsible for any theft, damage, or loss to the Loaned Equipment other than normal wear and tear. Institution will arrange and pay for any required internet connection, telephone line, and/or facsimile line as necessary to use the Loaned Equipment. If Institution fails to return the Loaned Equipment within the timeframe Sponsor specified, Institution will reimburse Sponsor for any penalties, late fees, and/or replacement costs.

Institution acknowledges that the Loaned Equipment may involve valuable intellectual property of the Loaned Equipment manufacturer. Institution will not violate and will take precautions to ensure that those with access to the Loaned Equipment do not violate these proprietary rights.

#### **1.7. Key Enrollment Date**

The Site understands and agrees that if Site has not enrolled at least one (1) Study Subject by the Key Enrollment Date then IQVIA may terminate this Agreement in accordance with Section 15 "Term & Termination" Sponsor/IQVIA has the right to limit enrollment at any time.

#### **1.8 Human Biological Samples**

Institution will collect, retain and/or use any biological material of human origin, including any derivatives, progeny, or sub-cellular structures collected from Study Subjects as may be set forth in the Protocol, or that can be identified as coming from a patient treated with the Investigational Product provided under this Agreement, and tangible materials directly or indirectly derived from such samples ("HBS") solely as set forth in the Protocol, or as required for standard of care. Institution will ensure all such collection, use, storage, and shipping complies with the terms of this Agreement, the Protocol, and with all applicable laws and codes of practice and guidance relating to the collection, storage, use, shipping, and disposal of human biological materials in the conduct of the Study. Institution and Sponsor will mutually agree to appropriate informed consent (including, as appropriate, for any genetic analyses) for the Study and for research use of any human biological materials, with ethics committee approval. Institution will provide Sponsor with quantities of HBS as required by the Protocol. Sponsor may use such HBS as specified in the Protocol and as permitted in the informed



consent signed by the Study Subject (or their legal representative) and by applicable law. The informed consent will permit Sponsor its affiliates, and its designees' (including third party laboratories contracted by Sponsor for the management, testing and/or storage of the HBS collected under the Study) access to HBS, including for research and drug development purposes.

During the term of this Agreement and thereafter, Institution shall not retain or use HBS for any research purpose other than that described in the Protocol without Sponsor's prior written consent. Upon completion, early termination or expiration of the Study or this Agreement, Institution shall notify Sponsor of any left-over HBS and the Institution, as directed by Sponsor, shall either (i) return any such left-over HBS to Sponsor, or (ii) destroy them with destruction certified in writing to Sponsor. Institution agrees that any HBS collected as part of the Study that are transferred to Sponsor or a Sponsor designee, or held by institution for Sponsor, will be under the custodianship and control of Sponsor.

In the event Institution uses HBS in breach of their obligations under this Agreement (an "Unauthorized Use"), Institution agrees that Sponsor shall be the sole and exclusive owner of any inventions conceived or reduced to practice in connection with the Unauthorized Use. Institution shall execute and deliver any documents of assignment and conveyance to effectuate the ownership of Sponsor in the invention and any intellectual property rights therein.

## **2. PAYMENT**

In consideration for the proper performance of the Study by Site in compliance with the terms and conditions of this Agreement, payments shall be made in accordance with the provisions set forth in Attachment A, with the last payment being made after the Site completes all its obligations hereunder, and IQVIA has received all properly completed CRFs and, if IQVIA requests, all other Confidential Information (as defined below).

## **3. CONFIDENTIALITY**

### **3.1 Definition**

"Confidential Information" means the confidential and proprietary information of Sponsor and includes (i) all information disclosed by or on behalf of Sponsor to Institution, Investigator or other Institution personnel, including without limitation, the Investigational Product, technical information relating to the Investigational Product, all Pre-Existing Intellectual Property (as defined in Section 4) of Sponsor, and the Protocol; and (ii) Study enrollment information, information pertaining to the status of the Study, communications to and from regulatory authorities, information relating to the regulatory status of the Investigational Product, and Study Data and New IP (as defined in Section 4).

Confidential Information shall not include information that:

- (i) can be shown by documentation to have been public knowledge prior to or after disclosure by Sponsor, other than through wrongful acts or omissions attributable to Investigator, Institution or any of its personnel;
- (ii) can be shown by documentation to have been in the possession of Investigator, Institution or any of its personnel prior to disclosure by Sponsor, from sources other than Sponsor that did not have an obligation of confidentiality to Sponsor;
- (iii) can be shown by documentation to have been independently developed by Investigator, Institution or any of its personnel; or
- (iv) is permitted to be disclosed by written authorization from Sponsor.

### **3.2 Obligations**

Site and Site's personnel, including Study Staff shall not

- (i) use Confidential Information for any purpose other than the performance of the Study or
- (ii) disclose Confidential Information to any third party, except as permitted by this Section 3 or by Section 5 "Study Transparency and Publication Rights", or as required by law or by a regulatory authority or as authorized in writing by the disclosing party.

To protect Confidential Information, Site agrees to:

- (i) collect, record, use, retain, access, transfer, store and safeguard Confidential Information in accordance with generally accepted industry standards and the terms of this Agreement. Institution shall ensure that reasonable and appropriate administrative, technical, and physical safe guards for protecting Confidential Information.
- (ii) limit dissemination of Confidential Information to only those Study Staff having a need to know for purposes of performing the Study; and
- (iii) advise all Study Staff who receive Confidential Information of the confidential nature of such information.

Nothing herein shall limit the right of Site to disclose Study Data as permitted by Section 5 "Study Transparency and Publication Rights."

### **3.3 Compelled Disclosure**

In the event that Institution or Investigator receives notice from a third party seeking to compel disclosure of any Confidential Information, the notice recipient shall provide Sponsor with prompt notice so that Sponsor may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the notice recipient shall furnish only that portion of the Confidential Information which is legally required to be disclosed and shall request confidential treatment for the Confidential Information.

### **3.4 Return or Destruction**

Upon termination of this Agreement or upon any earlier written request by Sponsor at any time, Site shall return to Sponsor, or destroy, at Sponsor's option, all Confidential Information other than Study Data.

### **3.5 Survival**

This Section 3 "Confidentiality" shall survive termination or expiration of this Agreement for ten (10) years.

## **4. INTELLECTUAL PROPERTY**

### **4.1 Pre-existing Intellectual Property**

Ownership of inventions, discoveries, works of authorship and other developments existing as of the Effective Date and all patents, copyrights, trade secret rights and other intellectual property rights therein (collectively, "**Pre-existing Intellectual Property**"), is not affected by this Agreement, and no Party or Sponsor shall have any claims to or rights in any Pre-existing Intellectual Property of another, except as may be otherwise expressly provided in any other written agreement between them.

### **4.2 New Intellectual Property**

For purposes of this Section 4, the term “**New Intellectual Property or New IP**” means any discovery, development, invention (whether patentable or not), modification, improvement, formula, process, composition of matter, formulation, use, method of use or delivery, specification, computer program or model and related documentation, know-how (including all technical information, both secret and non-secret), trade secret, or work of authorship together with all translations, adaptations, derivations, and combinations thereof, and all documentation, specifications, drawings, graphics, databases, recordings, and other copyrightable works made by Institution, Investigator(s), or Study Staff: (1) in connection with the Study; or (2) which incorporates Sponsor Confidential Information.

#### **4.3 Assignment of New IP**

Institution will notify Sponsor, promptly and in writing, of any New IP. Institution hereby assigns and will cause to be assigned by Investigators and Study Staff, to Sponsor and/or to Sponsor's Affiliates any and all rights, title, and interest in any New IP, including, without limitation, all copyright interests in any Sponsor Publication each without additional consideration from Sponsor. .

#### **4.4 Patent Prosecution**

If Sponsor requests, Institution will execute and will cause Investigators and Study Staff to execute any instruments or testify as Sponsor deems necessary for Sponsor and Sponsor's Affiliates to draft, file, and prosecute patent applications, defend patents, or to otherwise protect Sponsor's interest in New IP. Sponsor will reimburse Institution for reasonable and necessary expenses incurred.

#### **4.5 Survival**

This Section 4 “Intellectual Property” shall survive termination or expiration of this Agreement.

### **5. STUDY TRANSPARENCY AND PUBLICATION RIGHTS**

#### **5.1 Publication and Disclosure**

5.1.1. Sponsor will post (1) a Study Protocol summary on a publicly available Protocol register prior to the enrollment of Study Subjects and (2) a Study results summary on a publicly available result register no later than twelve (12) months following completion of the Study at all Study sites as defined in the Study Protocol. Posting of summary Study results may occur prior to publication of Study results in the peer-reviewed literature. Sponsor will also post full Study Protocol and statistical analysis plan at the time of results summary posting. After the Study is published in a scientific journal, Sponsor may list the Study on an external website for patient-level data sharing for further research and may also make available the full Study report on the GSK Study Register on its public-facing website.

5.1.2. First publication and all subsequent publications of the Study results from all Study sites (“Sponsor Publication(s)”) or disclosure(s) of the Study results shall be coordinated by Sponsor. Any participation of Investigator or other representatives of Institution as a named author of the Sponsor Publication will be determined in accordance with the International Committee of Medical Journal Editors (“ICMJE”) Uniform Requirements for Manuscripts (or if more stringent, the authorship criteria of the specific journal). The Institution and Investigator acknowledge that the enrollment of Study Subjects alone is not a qualification for authorship. If the Investigator or other representative of Institution is a named author of the Sponsor Publication, as an author the Investigator or such other Institution representative will enter into a written author agreement prior to the beginning of the work on the Sponsor Publication.

5.1.3. Sponsor may make public the names of the Investigator and the Institution as part of a list of investigators and institutions conducting the Study when making either



Protocol or results summary register postings. Institution and Investigator agree that Sponsor may make public the amount of funding provided to Institution by Sponsor for the conduct of the Study and may identify Institution and Investigator as part of this disclosure. Investigator agrees that when they speak publicly or publish any article or letter about a matter related to the Study or Study Product or that otherwise relates to Sponsor, Investigator will disclose that they were an Investigator for the Study.

- 5.1.4. Institution, consistent with scientific standards and in a scientific forum, may publish or present the Study results from Institution Study data (an "Institution Publication"), provided that the Institution Publication does not also disclose any Sponsor Confidential Information other than the Study results from Institution's Study data. Institution shall submit to Sponsor for review and comment any proposed Institution Publication at least thirty (30) days prior to submitting the Institution Publication to any third party. If Sponsor requests a delay in order to file patent applications relating to New IP, Institution agrees to delay submitting the Institution Publication to any third party for up to one hundred twenty (120) days after Sponsor's request. Institution also agrees that any Institution Publication shall only be made after the Sponsor Publication(s), and consistent with any limitations and restrictions that may apply, provided that the Sponsor Publication is submitted within eighteen (18) months after last Study Subject last visit at all sites as defined in the Study Protocol. The Institution Publication will reference the Sponsor Publication(s). Institution agrees that Sponsor's financial support of the Study will be disclosed in any Institution Publication. Institution shall ensure that Investigator complies with the obligations identified in this subclause.

## **5.2 Media Contacts**

Institution and Investigator shall not and shall ensure that its personnel do not engage in interviews or other contacts with the media, including but not limited to newspapers, radio, television and the Internet, related to the Study, the Investigational Product, New Intellectual Property, or Study Data without the prior written consent of Sponsor. This provision does not prohibit publication or presentation of Study Data in accordance with this Section.

## **5.3 Use of Name, Registry and Reporting**

No Party hereto shall use any other Party's name, or Sponsor's name, in connection with any advertising, publication or promotion without prior written permission, except that the Sponsor and IQVIA may use the Site's name in Study publications and communications, including clinical trial websites and Study newsletters. Sponsor will register the Study with a public clinical trials registry in accordance with applicable laws and regulations and will report the results of the Study publicly when and to the extent required by applicable laws and regulations.

## **5.4 Survival**

This Section 5 "Study Transparency and Publication Rights" shall survive termination or expiration of this Agreement.

## **6. PERSONAL DATA**

The Site and IQVIA agree to comply with any applicable data privacy or data protection legislation in the processing of personal data, as it is defined under such applicable data privacy or data protection legislation.

## **7. INDEMNIFICATION; STUDY SUBJECT INJURY**

### **7.1 Sponsor Indemnification**

Sponsor agrees to indemnify, defend, and hold harmless Institution and its Affiliates, Investigators, Study Staff, and other Institution employees, agents, and approved Subcontractors ("Institution Indemnitees") from and against any loss, expense, cost (including settlements or ex-gratia payments made with the consent of the Parties and reasonable legal and expert fees), liability, damage, or claim by third parties for personal injury, including death, that arises out of Institution's administration of the Study Product(s) or procedures provided for by the Protocol or that arises out of the negligence or wilful misconduct of Sponsor ("Institution Claim"), provided that Sponsor shall not indemnify any Institution Indemnitee for any Institution Claim to the extent Institution Claim arose out of:

- (i) failure by Institution Indemnitees to conduct the Study in accordance with the Protocol or this Agreement; or
- (ii) the negligence or willful misconduct or breach of statutory duty of Institution Indemnitees.

Sponsor's obligations under this clause with respect to Institution Claim are conditioned on:

- (i) prompt written notification to Sponsor of Institution Claim so that Sponsor's ability to defend or settle Institution Claim is not prejudiced; and
- (ii) Institution Indemnitees' agreement that Sponsor has full control over the defence or settlement of Institution Claim and to fully cooperate with Sponsor in the defence or settlement of Institution Claim; provided, that, Sponsor will not settle any such Institution Claim under terms that include an admission of fault or wrongdoing by any Indemnitee or which requires an Indemnitee to undertake a future course of action without that Indemnitee's written consent to such components.

## **7.2 Subject Injury**

The Site shall promptly notify IQVIA and Sponsor in writing of any claim of illness or injury actually or allegedly due to an adverse reaction to the Investigational Product and cooperate with Sponsor in the handling of the adverse event.

Sponsor shall reimburse Institution for the direct, reasonable and necessary medical expenses incurred by Institution for the treatment of any adverse event experienced by, illness of or bodily injury to a Study Subject that is caused by treatment of the Study Subject in accordance with the Protocol, except to the extent that such adverse event, illness or personal injury is caused by:

- (a) failure by Institution, Investigator or Research Company or any of their respective personnel to comply with this Agreement, the Protocol, any written instructions of Sponsor concerning the Study, or any applicable law, regulation or guidance, including GCPs, issued by any regulatory authority, or
- (b) negligence or willful misconduct by Institution, Investigator or Research Company or any of their respective personnel, or
- (c) failure of the Study Subject to follow the reasonable instructions of the Investigator relating to the requirements of the Study.

This Section 7 "Indemnification; Study Subject Injury" shall survive termination or expiration of this Agreement.

## **8. IQVIA DISCLAIMER**

IQVIA expressly disclaims any liability in connection with the Investigational Product, including any liability for any claim arising out of a condition caused by or allegedly caused by any Study

procedures associated with such product except to the extent that such liability is caused by the negligence, willful misconduct or breach of this Agreement by IQVIA.

This Section 8 "IQVIA Disclaimer" shall survive termination or expiration of this Agreement.

**9. CONSEQUENTIAL DAMAGES**

Neither IQVIA nor Sponsor shall be responsible to the Site for any lost profits, lost opportunities, or other consequential damages, nor shall Site be responsible to IQVIA or Sponsor for any lost profits, lost opportunities, or other consequential damages.

Nothing herein is intended to exclude or limit any liability of any party for death or personal injury caused by the negligence of such party.

This Section 9 "Consequential Damages" shall survive termination or expiration of this Agreement.

**10. DEBARMENT**

The Site represents and warrants that neither Institution nor Investigator, nor any of Institution's or Investigator's employees, agents or other persons performing the Study at Institution, have been debarred, disqualified or banned from conducting clinical trials or are under investigation by any regulatory authority for debarment or any similar regulatory action in any country, and the Site shall notify IQVIA immediately if any such investigation, disqualification, debarment, or ban occurs.

This Section 10 "Debarment" shall survive termination or expiration of this Agreement.

**11. FINANCIAL DISCLOSURE AND CONFLICT OF INTEREST**

Upon Sponsor's or IQVIA's request, Site agrees that, for each listed or identified investigator or sub-investigator who is directly involved in the treatment or evaluation of Study Subjects, it shall promptly return to IQVIA a financial and conflict of interest disclosure form that has been completed and signed by such investigator or sub-investigator, which shall disclose any applicable interests held by those investigators or sub-investigators or their spouses or dependent children.

IQVIA may withhold payments if it does not receive a completed form from each such investigator and sub-investigator.

Site shall ensure that all such forms are promptly updated as needed to maintain their accuracy and completeness during the Study and for one (1) year after Study completion. Site agrees that the completed forms may be subject to review by governmental or regulatory agencies, Sponsor, IQVIA, and their agents, and the Site consents to such review.

The Site further consents to the transfer of its financial disclosure data to the Sponsor's country of origin and to the U.S., even though data protection may not exist or be as developed in those countries as in the Site's own country.

This Section 11 "Financial Disclosure and Conflict of Interest" shall survive termination or expiration of this Agreement.

**12. ANTI-KICKBACK AND ANTI-FRAUD**

Institution and Investigator agree that their judgment with respect to the advice and care of each Study Subject will not be affected by the compensation they receive from this Agreement, that such compensation does not exceed the fair market value of the services they are providing, and that

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no payments are being provided to them for the purpose of inducing them to purchase or prescribe any drugs, devices or products.

If the Sponsor or IQVIA provides any free products or items for use in the Study, Institution and Investigator agree that they will not bill any Study Subject, insurer or governmental agency, or any other third party, for such free products or items.

Institution and Investigator agree that they will not bill any Study Subject, insurer, or governmental agency for any visits, services or expenses incurred during the Study for which they have received compensation from IQVIA or Sponsor, or which are not part of the ordinary care they would normally provide for the Study Subject, and that neither Institution nor Investigator will pay another physician to refer subjects to the Study.

### **13. ANTI-BRIBERY**

Institution and Investigator agree that the fees to be paid pursuant to this Agreement represent fair compensation for the services to be provided by Site. Institution and Investigator represent and warrant that payments or Items of Value received pursuant to this Agreement or in relation to the Study will not influence any decision that Institution, Investigator or any of their respective owners, directors, employees, agents, consultants, or any payee under this Agreement may make, as a Government Official or otherwise, in order to assist Sponsor or IQVIA to secure an improper advantage or obtain or retain business.

Institution and Investigator further represent and warrant that neither they nor any of their respective owners, directors, employees, agents, or consultants, nor any payee under this Agreement, will, in order to assist Sponsor or IQVIA to secure an improper advantage or obtain or retain business, directly or indirectly pay, offer or promise to pay, or give any Items of Value to any person or entity for purposes of (i) influencing any act or decision; (ii) inducing such person or entity to do or omit to do any act in violation of their lawful duty; (iii) securing any improper advantage; or (iv) inducing such person or entity to use influence with the government or instrumentality thereof to affect or influence any act or decision of the government or instrumentality.

In addition to other rights or remedies under this Agreement or at law, IQVIA may terminate this Agreement if Site breaches any of the representations or warranties contained in this Section or if IQVIA or Sponsor learns that improper payments are being or have been made to or by Institution or Investigator or any individual or entity acting on its or their behalf.

### **14. INDEPENDENT CONTRACTORS**

The Investigator and Institution and Research Company and Study Staff are acting as independent contractors of IQVIA and Sponsor and shall not be considered the employees or agents of IQVIA or Sponsor.

Neither IQVIA nor Sponsor shall be responsible for any employee benefits, pensions, workers' compensation, withholding, or employment-related taxes as to the Investigator or Institution or Research Company or their staff.

It is hereby agreed and acknowledged by the Parties and Sponsor that IQVIA has no relationship whatsoever with the Research Company and that the Research Company is acting as an independent contractor of the Institution.

### **15. TERM & TERMINATION**

#### **15.1 Term**

This Agreement will become effective on the date on which it is last signed by the parties (the "Effective Date") and shall continue until completion or until terminated in accordance with this Section 15 "Term & Termination".

**15.2 Termination**

IQVIA may terminate this Agreement for any reason effective immediately upon written notice. The Site may terminate upon written notice if circumstances beyond the Site's reasonable control prevent completion of the Study, or if it reasonably determines that it is unsafe to continue the Study. Upon receipt of notice of termination, the Site shall immediately cease any subject recruitment, follow the specified termination procedures, ensure that any required subject follow-up procedures are completed, and make all reasonable efforts to minimize further costs, and IQVIA shall make a final payment for visits or milestones properly performed pursuant to this Agreement in the amounts specified in Attachment A; provided, however, that ten percent (10%) of this final payment will be withheld until final acceptance by Sponsor of all CRF pages and all data clarifications issued and satisfaction of all other applicable conditions set forth herein. If a material breach of this Agreement appears to have occurred and termination may be required, then, except to the extent that Study Subject safety may be jeopardized, IQVIA may suspend performance of all or part of this Agreement, including, but not limited to, subject enrollment.

**16. NOTICE**

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered

- (a) in person,
- (b) by certified mail, postage prepaid, return receipt requested,
- (c) by e-mail of .pdf/scan or other non-editable format notice with confirmed transmission report, or
- (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

To Sponsor:	<p>Name: Bellus Health Inc., a GSK company          Address: 1250 South Collegeville Rd,          Collegeville, PA 19426          United States</p> <p>Attention:          David Lipson, VP Disease Area Lead,          Respiratory          Tel: (610) 812-8446          Email: david.a.lipson@gsk.com</p> <p>With a copy to:          GSK          R&amp;D Legal Operations          Attention: General Counsel          980 Great West Road          Brentford, Middlesex, TW8 9GS, U.K.</p>
To IQVIA	<p>Name: IQVIA RDS (India) Private Limited          Address: Omega Embassy Tech Square          Marathahalli- Sarjapur Outer Ring Road,          Kadubeesanahalli, Bangalore - 560103,          Karnataka, India</p>

	<p>And to</p> <p>IQVIA Inc. Global Legal Department 100 IMS Drive Parsippany, NJ 07054 USA Attention: General Counsel Email: officeofgeneralcounsel@iqvia.com</p>
To Institution	<p>Name: Dr. Deepak Bhosle Address: Mahatma Gandhi Mission's Medical College &amp; Hospital, N-6, CIDCO, Aurangabad – 431003, Maharashtra, India</p> <p>Tel: +91-7770087870</p>
To Investigator	<p>Name: Dr. Hafiz Mohd Deshmukh Address: Mahatma Gandhi Mission's Medical College &amp; Hospital, N-6, CIDCO, Aurangabad – 431003, Maharashtra, India</p> <p>Tel: +91-8390628800</p>
To Research Company	<p>Name: Mr. Shaik Yahiya Ali</p> <p>Address: Meticulous Healthcare and Research Services LLP, House No 9-1-143, Sharif Colony, Lane No 6, Near Rashion Shop No. 132, Kat Kat Gate, Aurangabad- 431001, Maharashtra, India</p> <p>Tel: +91-9766885171</p>

## 17. FORCE MAJEURE

The performance by either Party of any obligation on its part to be performed hereunder shall be excused by floods, fires or any other Act of God, accidents, wars, riots, embargoes, delay of carriers, inability to obtain materials, failure of power or natural sources of supply, acts, injunctions, or restraints of government or other force majeure preventing such performance, whether similar or dissimilar to the foregoing, beyond the reasonable control of the Party bound by such obligation, provided, however, that the Party affected shall exert its reasonable efforts to eliminate or cure or overcome any of such causes and to resume performance of its obligations with all possible speed.

## 18. MISCELLANEOUS

### 18.1 Entire Agreement

This Agreement, including its attachment(s), constitutes the sole and complete agreement between the Parties and replaces all other written and oral agreements relating to the Study.

### 18.2 No Waiver/Enforceability

Failure to enforce any term of this Agreement shall not constitute a waiver of such term.

If any part of this Agreement is found to be unenforceable, the rest of this Agreement will remain in effect.

Clinical Trial Agreement – IQVIA Global template – 1 May 2019

Bellus Health Cough, Inc.\_BUS-P3-01 (CALM-1)

Mahatma Gandhi Mission's Medical College & Hospital\_Dr. Hafiz Mohd Deshmukh\_Final dated 21Feb2024

CONFIDENTIAL

Page 14 of 33



### **18.3 Assignment of the Agreement**

This Agreement shall be binding upon the Parties and their successors and assigns.

The Site shall not assign or transfer any rights or obligations under this Agreement without the written consent of IQVIA and Sponsor.

Upon Sponsor's request, IQVIA may assign this Agreement to Sponsor or to a third party, and IQVIA shall not be responsible for any obligations or liabilities under this Agreement that arise after the date of the assignment, and the Site hereby consents to such an assignment. Site will be given prompt notice of such assignment by the assignee.

### **18.4 Subcontracting**

Institution may subcontract the performance of certain of its activities under this Agreement to a Subcontractor(s) approved by Sponsor in writing; provided, that (a) such approved Subcontractor(s) perform such activities in a manner consistent with the terms and conditions in this Agreement; (b) Institution causes such approved Subcontractors to be bound by and comply with the terms of this Agreement, as applicable; and, (c) Institution remains liable for such approved Subcontractor(s)'s performance. As used herein, "Subcontractor(s)" means any third party (including agents) to whom Institution has delegated any function(s) constituting a part of the Study, including a third party to whom a Subcontractor further delegates any part of the Study.

### **18.5 Third Party Beneficiary**

The Parties agree that Sponsor shall have the right to enforce any of the provisions of this Agreement as a third-party beneficiary.

Each Party to this Agreement acknowledges that except for the Sponsor, there are no third party beneficiaries with any rights to enforce any of the provisions of this Agreement.

### **18.6 Binding Authority**

IQVIA represents that Sponsor has granted IQVIA written authority to bind Sponsor to the Sponsor obligations expressly included in this Agreement and for no other purposes whatsoever.

### **18.7 Applicable Law**

This Agreement shall be interpreted under the laws of the state or province and country in which Site conducts the Study.

### **18.8. Human Rights and Ethical Standards**

Institution represents, to the best of its knowledge, that in connection with this Agreement, it does not employ child labour, forced labour, unsafe working conditions, discrimination of protected characteristic, cruel or abusive disciplinary practices in the workplace; and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the all applicable laws, including laws related to working hours and employment rights in the country(ies) in which it operates.

### **18.9 Survival:**

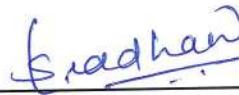
The terms of this Agreement that contain obligations or rights that extend beyond the completion of the Study shall survive termination or completion of this Agreement, even if not expressly stated herein.

**THIS SECTION IS INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW ON NEXT PAGE**

ACKNOWLEDGED AND AGREED BY IQVIA RDS (INDIA) PRIVATE LIMITED:

By: Shweta Pradhan

Title: Director & Head, Site Management

Signature: 

Date: 23/2/2024

ACKNOWLEDGED AND AGREED BY THE INVESTIGATOR:

Name: Dr. Hafiz Mohd Deshmukh

Signature: 

Date: 27/Feb/2024

ACKNOWLEDGED AND AGREED BY MAHATMA GANDHI MISSION'S MEDICAL COLLEGE & HOSPITAL:

By: Dr. Deepak Bhosale

Title: Professor and Head Of Department Of Pharmacology And Clinical Trial Center

Signature: 


Date: \_\_\_\_\_

METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP agrees to abide by all obligations placed on Institution in the provisions of this Agreement concerning Confidentiality (Section 3); Intellectual Property (Section 4); Study Transparency and Publication Rights (Section 5); Personal Data (Section 6); Debarment (Section 10); Anti-Kickback and Anti-Fraud (Section 12); and Anti-Bribery (Section 13)

ACKNOWLEDGED AND AGREED BY METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP,

By: Mr. Shaikh Yahiya Ali

Title: Director

Signature: 

Date: 27/Feb/2024

Clinical Trial Agreement – IQVIA Global template – 1 May 2019  
Bellus Health Cough, Inc.\_BUS-P3-01 (CALM-1)  
Mahatma Gandhi Mission's Medical College & Hospital\_Dr. Hafiz Mohd Deshmukh\_Final dated  
21Feb2024

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**ATTACHMENT A**  
**BUDGET & PAYMENT SCHEDULE**

**A. PAYEE DETAILS**

The Parties agree that the payee designated below is the proper payee for this Agreement, and that payments under this Agreement will be made only to the following payee ("Payee"):

Institution and Investigator acknowledge and confirm that the Payee named hereunder, is authorized to receive payment under this Agreement, and; certify, represent and agree that such payment arrangement is in accordance with the modalities, rules or policies laid down by the Institution for receipt of funding for the Study and is not in violation of any applicable national, state or local laws or regulations.

**Payee**

Payee Name	Meticulous Healthcare and Research Services LLP
Payee Address	House No 9-1-143, Sharif Colony, Lane No 6, Near Rashion Shop No. 132, Kat Kat Gate, Aurangabad-431001, Maharashtra, India
GST Number	Not Applicable
Tax ID (Tax ID must exactly match the Payee name indicated above, or tax exempt when applicable)	ABSFM8626R

**Banking Information:**

Bank Name	ICICI Bank
Bank Street	Aurangabad Branch, Raghuvir Complex, Opp. District Court
Bank City	Aurangabad
Bank State/Province	Maharashtra
Bank Postal Code	431001
Bank Country	India
Receiving Account Currency	INR
Bank Account #	004405016674
IFSC code	ICIC0000044
Swift Code (8 or 11 Characters)	Not Applicable
If the contracted payment currency does not match your bank account, you may need to provide an intermediary bank. Please contact your financial institution for details. If an intermediary bank is required, please provide Bank Name, Account Number if applicable and SWIFT Code of intermediary bank along with all other required wire instructions	

**Contact Information**

Name of Institution's Point of Contact	Dr. Hafiz Mohd Deshmukh
--	-------------------------

Clinical Trial Agreement – IQVIA Global template – 1 May 2019  
Bellus Health Cough, Inc.\_BUS-P3-01 (CALM-1)  
Mahatma Gandhi Mission's Medical College & Hospital\_Dr. Hafiz Mohd Deshmukh\_Final dated 21Feb2024



Phone number & Email	+91-8390628800 &dr.hafizdeshmukh@gmail.com
Language Preference	English
Name of Institution's Point of Contact payment recipient to receive payment notification and details	Shaikh Yahiya Ali
Phone number & Email	+91-9766885171 &meticulous.smo@gmail.com
Language Preference	English

In case of changes in the Payee's address or bank account number, Site is obliged to inform IQVIA Clinical Trials Payments in writing by sending an email through which Site shall provide supporting documents evidencing the changes to apac@ctp.solutions.iqvia.com.

The Parties agree that in case of changes in address which do not involve a change of Payee, tax numbers, or tax-exempt status, no further amendments are required. The Parties acknowledge that the designated Payee is authorized to receive all of the payments for the services performed under this Agreement.

If the Investigator is not the Payee, then the Payee's obligation to reimburse the Investigator, if any, is determined by a separate agreement between Investigator and Payee, which may involve different payment amounts and different payment intervals than the payments made by IQVIA to the Payee.

Investigator acknowledges that if Investigator is not the Payee, IQVIA will not pay Investigator even if the Payee fails to reimburse Investigator.

**B. MINIMUM ENROLLMENT GOAL**

Site acknowledges that Site's minimum enrollment goal is four (4) Study Subjects and that Site will use its best efforts to reach the enrolment goal within a reasonable timeframe after commencement of the Study at Site. If Site fails to adhere to this principle, IQVIA may reconsider Site's suitability to continue participation in the Study.

**C. PAYMENT TERM**

IQVIA will make payments to the Payee every 3 months, on a completed visit, as verified by data entry completion in eCRF and submission to IQVIA, per Study Subject basis in accordance with the attached budget. Ninety percent (90%) of each payment due, including any Screening Failure that may be payable under the terms of this Agreement, will be made based upon prior 3 months' enrollment data received from the Site supporting Study Subject visitation.

The balance of monies earned, up to ten percent (10%), will be pro-rated upon verification of actual Study Subject visits, and will be paid by IQVIA to the Payee upon final acceptance by Sponsor of all data entry, all data clarifications issued, the receipt and approval of any outstanding regulatory documents as required by IQVIA and/or Sponsor, the return of all unused supplies to IQVIA, and upon satisfaction of all other applicable conditions set forth in the Agreement.

Any expense or cost incurred by Site in performing this Agreement that is not specifically designated as reimbursable by IQVIA or Sponsor under the Agreement (including this Budget and Payment Schedule) is the sole responsibility of the Site.

Site represents that the services it provides under this Agreement are taxable services under the tax laws in India, and that it is required to charge applicable taxes for the services rendered to IQVIA at the prevailing rate. Site represents that it is entitled to require such payment of the

applicable taxes under the laws of India. Site undertakes to provide IQVIA with an invoice, to be sent to IQVIA at the address mentioned in Section O of this Attachment A, in respect of such taxable services and such invoice shall be in accordance with the terms of the applicable tax laws in India as may be amended from time to time or any successor legislation.

It should be noted that all payments made to the Payee are subject to Tax Deducted at Source (TDS) in accordance with India tax laws, as amended from time to time. IQVIA will deduct the tax at the time of making payments unless a valid Certificate of no deduction or NIL deduction is obtained from tax authority is made available to IQVIA.

All fees set forth in the Agreement are exclusive of any taxes and duties (other than employment-related taxes, corporate income taxes) ("Taxes"). Institution shall pay any and all Taxes that are imposed by legislation in connection with the provision of services.

All amounts specified in this Agreement are in Indian Rupees (INR) and are exclusive of GST. IQVIA will pay to the Payee any amount of GST that the Payee is required to pay in addition to the amounts set out in this Attachment A and in accordance with GST legislation.

**Major, disqualifying Protocol violations are not payable under this Agreement**

**D. BUDGET TABLE**

**MAIN STUDY**

<b>VISIT</b>	<b>VISIT AMOUNT INCLUDING 30% IOH (INR)</b>	<b>SCREEN AMOUNT IOH (INR)</b>	<b>FAILURE INCLUDING</b>
VISIT 1 – SCREENING VISIT/SCR	37226	37226	
VISIT 2 - V2	17936	0	
VISIT 3 - V3	10256	0	
VISIT 4 - V4	15213	0	
VISIT 5 - V5	18686	0	
VISIT 6 - V6	17291	0	
VISIT 7 - V7	24337	0	
VISIT 8 - V8	11968	0	
VISIT 9 - V9	11968	0	
VISIT 10 - V10	15895	0	
PHONE CALL 1 / VISIT 11 – PC1 / VC11	5546	0	
VISIT 12 - V12	15895	0	
PHONE CALL 2 / VISIT 13 – PC2 / VC13	5546	0	
VISIT 14 - V14	11968	0	
PHONE CALL 3 / VISIT 15 – PC3 / VC15	5546	0	
VISIT 16 - V16	11968	0	
VISIT 17 - V17	3602	0	
VISIT 18/EARLY TERMINATION – V18/ET	22742	0	
PHONE CALL 4 / VISIT 19 – PC4 / VC19	4087	0	
VISIT 20 - V20	10508	0	
PHONE CALL 5 / VISIT 21 – PC5 / V21	4087	0	
VISIT 22 - V22	10508	0	
PHONE CALL 6 / VISIT 23 – PC6 / V23	4087	0	
VISIT 24/V24	11843	0	

Clinical Trial Agreement – IQVIA Global template – 1 May 2019  
 Bellus Health Cough, Inc.\_BUS-P3-01 (CALM-1)  
 Mahatma Gandhi Mission's Medical College & Hospital\_Dr. Hafiz Mohd Deshmukh\_Final dated 21Feb2024

VISIT 25 / FOLLOW-UP (END OF STUDY) - V25 / FU (EOS)	10206	0
<b>TOTAL COST PER PATIENT(DOES NOT INCLUDE OCULAR SUBSTUDY)</b>	<b>318915</b>	<b>37226</b>
TELEVISIT *	5820	5820
UNSCHEDULED VISIT **	6205	6205
RE-SCREENING *	9482	9482

\* TELEVISIT AND RE-SCREENING NOT INCLUDED IN TOTAL BUDGET

\*\*UNSCHEDULED VISIT CAN OCCUR MORE THAN ONCE, NOT INCLUDED IN TOTAL BUDGET

OR BELOW TABLE FOR REFERENCE



Procedure	SCR	Single-Blind Placebo Run-In		Double-Blind Treatment														Open-label Treatment						V25 /FU (EO S)	TV	UV	Re-SC R										
		V2	V3	V4	V5	V6	V7	V8	V9	V10	PC1/ V11	V12	PC2/ V13	V14	PC3/ V15	V16	V17	V18/ ET	PC4/ V19	V20	PC5/ V21	V22	PC6/ V23					V24									
Informed consent	X																																				
Re-consent, informed consent performed again with the same patient																																				INV	
Eligibility criteria	X	X																																		X	
Demographics, medical and surgical history, and medication history	X																																				
Refractory Chronic Cough Diagnosis history and Refractory Chronic Cough	X	X																																			



















**E. STUDY START-UP FEE [DO NOT INCLUDE IN INVOICE SECTION]**

A one-time, non-refundable payment will be paid in the amount of **One Lakh Indian Rupees (INR1,00,000)** to cover Study start-up activities upon completion and receipt by IQVIA of all contractual and regulatory documentation and receipt of invoice and upon completion of Site Activation.

**F. SCREENING FAILURE**

Reimbursement for screen failures will be at the amount indicated on the Screening visit of the attached budget table, not to exceed four (4) screen failures paid per one (1) Study Subject randomized. The ratio may change on direct Institution's request and with written approval of Sponsor and/or IQVIA.

To be eligible for reimbursement of a screening visit, supporting data entry must be completed and confirmed in eCRF and submitted to IQVIA along with any additional information, which may be requested by IQVIA to appropriately document the Study Subject screening procedures.

**G. RE-SCREENING VISIT PAYMENT**

Reimbursement for re-screens will be in the amount of **Nine Thousand Four Hundred and Eighty Two Indian Rupees (INR 9482)**, which includes overhead up to a maximum number of one (1) re-screen per Study Subject. To be eligible for reimbursement of the re-screening visit, supporting data entry must be completed and submitted to IQVIA and any additional information, which may be requested by IQVIA to appropriately document the Study Subject screening procedures.

**H. RUN-INFAILURE, DISCONTINUED OR EARLY TERMINATION STUDY SUBJECTS**

Reimbursement for run-in failure, discontinued or early termination Study Subjects will be prorated based on the number of confirmed completed visits, supporting data entry and confirmed in eCRF.

**I. UNSCHEDULED VISITS**

Payment for unscheduled visits will be reimbursed in the amount of **Six Thousand Two Hundred and Five Indian Rupees (INR 6205)** which includes overhead, as denoted in the Budget Table above. To be eligible for reimbursement for unscheduled visits, supporting data entry must be completed and confirmed in eCRF and submitted to IQVIA, along with any additional information which may be requested by IQVIA, to appropriately document the unscheduled visit.

**J. CONDITIONAL PROCEDURES (WITH INVOICE)**

The following conditional procedure costs will be reimbursed on a pass-through basis upon receipt of invoice in the amount indicated in the table below (which includes overhead) and as verified by IQVIA conditional procedures occurred, and the site has completed relevant data entry. Study Subject number and procedure dates must be included on the invoice for payment to be issued.

<u>Procedure</u>	<u>Procedure amount (INR)</u>
Complete physical examination, includes: a comprehensive <b>physical examination</b> including <b>one set of vital signs, height, weight, BMI</b> - for Re-Screening visit if needed	6444
Brief physical examination: Includes a problem focused <b>physical examination</b> including <b>one set of vital signs</b> for additional assessments if needed	1956
Vital signs incl. weight if applicable for additional measurements if needed	1173
Spirometry, including graphic record, total and timed vital capacity, expiratory flow rate measurement(s), forced expiratory volume (FEV), with or without maximal voluntary ventilation (MVV), pulmonary function test (PFT), lung function test for screening and/or Re-screening if needed	2000
Interpretation and Report; Spirometry, including graphic record, total and timed vital capacity, expiratory flow rate measurement(s), forced expiratory volume (FEV), with or without maximal voluntary ventilation,	567



pulmonary function test (PFT), lung function test for screening and/or Re-screening if needed	
Fractional Exhaled Nitric Oxide (FeNO) for screening and/or Re-screening if needed	1421
Single 12-lead ECG: Includes tracing, interpretation and report for additional measurements if needed and/or for Re-screening	932
Blood draw, phlebotomy, routine venipuncture for collection of specimen(s) for <b>central (hematology, clinical chemistry, male reproductive hormones if applicable, serum pregnancy if applicable, viral serology, tuberculosis if needed, biomarkers, UGT1A1 Gene Polymorphism if needed, FSH if applicable) laboratory</b> , as applicable; simple: Includes preparation of specimen for additional/repeated/unscheduled testing and/or for Follow-up visit and/or for Re-screening	350
Urine collection for <b>local (urinalysis, urine pregnancy if applicable) and/or central (urine microscopy/macros copy if needed, urine drug screen) laboratory</b> , as needed for additional/repeated/unscheduled testing and/or sampling for urine pregnancy testing and/or for Re-screening	365
Urinalysis, by dip stick or tablet reagent (local lab)	800
Urine pregnancy, gonadotropin chorionic (hCG) (BetahCG); qualitative (local lab) for women of childbearing potential	920
Lab handling and/or shipping of specimen(s) to central laboratory, simple for additional/repeated/unscheduled testing and/or in case of overdose and/or for Follow-up visit and/or for Re-screening	473
Collection, preparation, shipping and handling of samples from throat, nose, nares, sputum by swab or brushing for <b>SARS-CoV-2 PCR test</b> for additional testing if needed and/or for Re-screening	716
PK sampling in case of overdose	1074
Radiologic examination, chest; single view for screening and/or for repeated imaging	1758
Interpretation and Report: Radiologic examination, chest; single view for screening and/or for repeated imaging; for imaging performed at site only	498
Computerized axial tomography, thorax, thoracic, chest (Cat Scan) (CT Scan); without contrast material; can be used for peripheral artery tomography for screening and/or for repeated imaging	20077
Interpretation and Report; Computerized axial tomography, thorax, thoracic, chest (Cat Scan) (CTScan); without contrast material for screening and/or for repeated imaging; for imaging performed at site only	3687
Computerized axial tomography, thorax, thoracic, chest (Cat Scan) (CT Scan); with contrast material(s) for screening and/or for repeated imaging	24484
Interpretation and Report; Computerized axial tomography, thorax, thoracic, chest (Cat Scan) (CTScan); with contrast material(s) for screening and/or for repeated imaging; for imaging performed at site only	5369
Nurse - Per Hour - Attach Cough Monitor for re-screening if needed	1899
Cough Monitor Instruction - Per Visit for re-screening if needed	757
Cough Monitor Collection and Monitoring/Review - Per Visit for re-screening if needed	1123
ePRO tablet Instruction - Per Visit for re-screening if needed	757

ePRO tablet Collection and Monitoring/Review - Per Visit for re-screening if needed	1123
Concomitant medications for televisit if needed	638
Adverse events assessment for televisit if needed	646
Patient Travel - Per Visit for returning cough monitor next day (Institutional Overhead Not Applicable)	1000
Re-consent, Informed consent performed again with the same patient	1615
Serious adverse events (SAE)	2598

**K. INSTITUTION COSTS  
PHARMACY SET-UP FEE**

A one-time, non-refundable payment will be paid in the amount of **Twenty-Four Thousand Eight Hundred and Eleven Indian Rupees (INR 24,811)** to cover Pharmacy start-up/set-up activities upon completion and receipt by IQVIA of all contractual and regulatory documentation, upon Site activation and receipt of invoice.

**RECORD STORAGE/ARCHIVING FEE**

A one-time record storage payment of **Two Lakh Indian Rupees (INR 2,00,000)**, will be made upon receipt of invoice upon final acceptance by Sponsor of all data entry, all data clarifications issued, the receipt and approval of any outstanding regulatory documents as required by IQVIA and/or Sponsor, the return of all unused supplies to IQVIA, and upon satisfaction of all other applicable conditions set forth in the Agreement, and is not included in the Budget Table above. In accordance with Sponsor's Protocol requirements, Institution shall maintain all Institution Study records in a safe and secure location to allow easy and timely retrieval, when needed.

**STUDY CLOSE-OUT FEE**

A one-time, non-refundable Study Close-Out payment of **Thirty-Eight Thousand Four Hundred and Forty Seven Indian Rupees (INR 38,447)** will be made upon completion and approval by IQVIA of any outstanding data documentation (data entry completion and data clarifications issued) and regulatory documentation and upon receipt of invoice at the end of the Study.

**L. EC/IRB/IEC FEES (WHEN PAID TO SITE - FOR CENTRAL IRB CAN REMOVE COMPLETELY - REFER TO FALLBACK)**

EC/IRB/IEC costs will be reimbursed on a pass-through basis upon receipt of an invoice and are not included in the attached Budget. Any subsequent re-submissions or renewals, upon approval by IQVIA and Sponsor, will be reimbursed upon receipt of appropriate documentation.

**M. EQUIPMENT**

All materials and equipment provided ("**Equipment**") including to Sponsor or IQVIA owned or licensed proprietary resources ("**Resources**") provided by the Sponsor or IQVIA/vendors contracted by the Sponsor are and shall remain the sole property of the Sponsor/IQVIA/vendors, as the case may be.

Therefore, it is hereby agreed that such Equipment and Resources shall:

- a) be subject to removal at any time upon the Sponsor's or, IQVIA' demand provided that such removal does not prevent the Site from conducting the Study and carrying out their obligations under this Agreement;
- b) be used only for the purposes of the Study;
- c) be used in accordance with any manuals or instructions while in possession of the Site;
- d) shall remain in the same condition, ordinary wear and tear excepted. As long as the Equipment are in the possession of the Site, it is liable for maintenance or any risk of loss in connection with the Equipment during the conduct of the Study;
- e) be clearly identified as the sole property of the Sponsor/IQVIA/vendor, as applicable, by clearly stating "BELONGS TO "Name of legal owner" in order to notify any third parties, including creditors, that the legal owner retains title thereto; and
- f) upon completion or termination of the Study or at an earlier time specified by Sponsor or IQVIA, IQVIA or Sponsor, together with Site assistance, shall arrange the return of all equipment provided for the Study as soon as reasonably practicable upon request to return to the Sponsor or IQVIA or a location designated by Sponsor or

IQVIA, or if requested by the Sponsor or IQVIA in writing, arrange for the disposal of the Equipment, at the expense of the Sponsor or IQVIA, unless Sponsor and Site have a written agreement for Site to acquire the equipment.

**N. PAYMENT DISPUTES**

Site will have thirty (30) days from the receipt of final payment to dispute any payment discrepancies during the course of the Study.

**O. INVOICES**

Payments will be issued by IQVIA based on the agreed budget, Visit Budget, payment frequency and payment terms as described above. Payments will be made only upon receipt of corresponding invoices, including back-up documentation, in the specified currency, as described below. Undisputable invoices will be payable within **thirty (30) days** from the date of receipt by IQVIA of the invoice, including any applicable back-up documentation.

Invoices for any additional payments to those stated in this Agreement (i.e., additional reimbursements) must also be sent to IQVIA and approved by Sponsor. All invoices shall be raised in the following manner:

**Invoices to be billed and ORIGINAL copies to be sent to:**

**IQVIA RDS (India) Private Limited**

Omega Embassy Tech Square Marathahalli- Sarjapur Outer Ring Road, Kadubeesanahalli, Bangalore -- 560102, Karnataka, India

**Invoices to be emailed to: scanned copy of the invoices to be emailed to:  
apac@ctp.solutions.iqvia.com**

The following information should be included on the invoice:

- o Complete INVESTIGATOR name, address and phone number
- o Invoice Date
- o Invoice Number
- o Payee Name (must match Payee indicated in CTA)
- o Payment Amount
- o Complete description of services rendered
- o Study Number:
- o Sponsor Name
- o Invoices should be printed on Site/Institution letterhead

All invoice and payment related inquiries shall be addressed directly to the payments team at **apac@ctp.solutions.iqvia.com**.

Invoices and any accompanying documentation must not include any personally identifying information of any Study Subject, including but not limited to Study Subject first or last name, initials, date of birth, address, telephone, passport number, email address, or credit card information. If invoices or any accompanying documentation do contain this information IQVIA will notify Payee. Payee will need to resubmit a redacted invoice and accompanying documentation that does not include any personally identifying information of any Study Subject.

**NO OTHER ADDITIONAL FUNDING REQUESTS WILL BE CONSIDERED**

All amounts include all applicable taxes except GST.  
All payments for this Study will be  
paid by IQVIA electronically in accordance with Attachment A of this Agreement.



**ATTACHMENT B**  
**APPROVAL LETTER**

**Date: 19Aug2024**

Hafiz M Deshmukh  
MGM Medical College  
N-6, Cidco  
Aurangabad, Maharashtra, 431003  
India

Sponsor: BELLUS Health Cough Inc.  
Product: BLU-5937  
Protocol #: BUS-P3-01  
Site #: 291  
Visit Type: Site Visit Interim

Dear Dr. Hafiz M Deshmukh,

A Phase 3, 52-Week, Randomized, Double-Blind, Placebo-Controlled, Parallel-Arm Efficacy and Safety Study with Open Label Extension of BLU-5937 in Adult Participants with Refractory Chronic Cough, Including Unexplained Chronic Cough (CALM-1)

This is a confirmation letter for the upcoming 1st onsite monitoring visit scheduled on 20-Aug-2024. I have received confirmation from your site team for this visit.

I would appreciate your time to discuss questions and corrective actions raised during the visit. The remainder of the visit could take place with your study/research coordinator or designated staff member.

During the visit the following items will be reviewed:

- 1) Review of ICF for all screened subjects
- 2) Review of source data and eligibility for all screened & Randomized subjects
- 3) Review of eCRF for all screened subjects. Make sure all the data entry is done for screening and Randomization and for additional visit happened if any.
- 4) Review of study supplies and its validity.
- 5) Verification of IP storage and documentation
- 6) Review of ISF
- 7) Review of any AE's reported
- 8) Review of any PD's reported
- 9) Perform SDR and SDV for all Visit for randomized subject

Post review of data, I will meet investigator to discuss the outcome of the visit and about recruitment.

Mention if you have any challenges for conduct of study and let us know if any additional training required.

Please make sure the required staff is available at site and keep all the documents and subject files ready for the monitoring visit.

If you have any questions or are unsure about how to move forward with the action item, please contact me immediately for clarification at +918087844246 or via the email address below.

Please keep this letter filed in the Correspondence section of your Investigator Site File as applicable. Thank you and your team for your contribution to the study.

**Kind Regards,**

**Dhiraj Sarode**  
Clinical Monitor  
dhiraj.sarode@iqvia.com

**ESignature**

Signed By	Electronic Signature:	Date / Time signed:
	Dhiraj Sarode	19Aug2024 10:45:05 AM GMT

**cc: Trial Master File, IQVIA**

Recipients	
Hafiz M Deshmukh	dr.hafiz.deshmukh@gmail.com
Vikas Vetal	vikas.vetal@avacare.com



29 May 2024

Dr. Sudhir Kulkarni,  
MGM Medical College & Hospital,  
N-6, CIDCO,  
Aurangabad, Maharashtra, 431003

Re: **Protocol Number: WAL0921-02 Site Selection Letter**

**Protocol Title:** Phase 2 Safety and Efficacy of WAL0921 in Patients with Glomerular Kidney Diseases and Proteinuria

Dear Dr. Sudhir Kulkarni,

Congratulations on being selected to participate in the Walden Biosciences WAL0921-02 study! We look forward to working with you on this exciting and important new study. George Clinical is the CRO designated to provide services for and manage the study and will be working very closely with the Sponsor, Walden Biosciences for the duration of the study.

You will receive an email containing the essential study documents that will need to be completed by your site for the study and returned to George Clinical for site startup.

I will be your primary point of contact regarding any site startup questions and will be collecting copies of all essential and non-essential documents that are needed for the study. I will also oversee the conduct of the study and you may also contact me for any questions that may arise. My contact information is listed below.

Hiren N Barchha Principal Clinical Research Associate George Clinical, Plot No. 5, Prestige Khoday Towers, 12 <sup>th</sup> floor, Raj Bhavan Road Bangalore – 560001 / Karnataka / India <a href="mailto:hbarchha@georgeclinical.com">hbarchha@georgeclinical.com</a> M +91-9016782745
--

During our meeting, it was noted that the site currently lacks a -70°C deep freezer and a cold centrifuge. However, the feasibility assessment indicated that the site could procure (-70°C deep freezer) and could not procure cold centrifuge. I am in discussions with the internal team and will provide their feedback as soon as possible with regard to same.

We look forward to working with you on the WAL0921-02 study! Please contact us with any questions or comments and let us know if we can help in any way.

Kind regards,

Hiren N Barchha  
Principal Clinical Research Associate  
**cc: TMF**



## SITE SELECTION LETTER

LRP/LUBT022/2024-12/114  
DATE: 27-Dec-2024

**To**  
**Dr. Ketan Shirsath,**  
MGM Medical College and Hospital,  
Gate No. 2, MGM Campus, n-6, CIDCO,  
Chhatrapati Sambhajnagar (Aurangabad),  
Maharashtra, 431003

Ref: **Protocol No.:** LRP/LUBT022/2024/002

**Protocol Title:** A randomized, double-blind, multi-center, active-control, parallel group study to compare efficacy, safety, immunogenicity and pharmacokinetics of Lupin's Nivolumab (LUBT022) with Innovator's Nivolumab in patients with locally advanced or metastatic non-small cell lung cancer

Dear Dr. Shirsath,

We are pleased to inform you that your site is selected for participation in the study listed in the title.

We look forward to working with you to achieve the study goals and will keep you informed on further study related activities.

We will contact you/site team soon for collecting essential study documents required for regulatory and ethics committee submission package.

We would like to thank you once again for your continued interest in the study and look forward to collaborating with you and your team soon. In case you have any further questions or wish to seek any clarification, please feel free to contact me at 9545040540 and [ankitavshelar@lupin.com](mailto:ankitavshelar@lupin.com).

Kind regards,

Signed by Ankita Shelar  
E-mail: ankitavshelar@lupin.com, Date: 27-Dec-2024 10:37 AM +05:30, D  
ocID: 16f1a9f5b1b34c3  
6-bd33-adc42e2af591

Ankita Shelar

Clinical Research Associate





**Background**

- A On [insert date original agreement was signed], Novotech and **Mahatma Gandhi Mission Medical College & Hospital** entered into a Clinical Trial Agreement (**Agreement**) pursuant to which **Institution** provides clinical trial services to **SPONSOR (Services)** for Sponsor's clinical study (the "Study") with protocol no. "LYT-100-2022-204", Study Title "A Randomized, Double-blind, Four-Arm Active and Placebo-controlled Dose-Finding Trial to Evaluate the Efficacy, Tolerability, Safety and Dose Response of LYT-100 in Patients with Idiopathic Pulmonary Fibrosis (IPF)".
- B The parties agree to vary the terms of the Agreement as follows:  
The Per Subject Fee of the Agreement (being Page 13 to 19 inclusive of the Agreement) is deleted in its entirety and replaced with the Per Subject Budget table herein attached and marked as Annex A to reflect the updated costs due to Protocol version 5.0, date 26 Feb 2023 (Amended Protocol), the said costs will be effective to the date of the Independent Ethics Committee (IEC) approval of Amended Protocol in according with the Applicable.
- C The parties agree that all other terms of the Agreement remain the same.

*Base*

Novotech Variation Agreement

LYT-100-2022-204 Site 9104\_CTA Amend 1\_25 Jan 2024






**Executed as an Agreement**

Signed for and on behalf of **Novotech Clinical Research India Private Limited** by its authorised representative:

Signature

*Kanhaiya Choudhary*  


Name (print): **Kanhaiya Choudhary**

Title: **Director Clinical Operations**

Date: **31/JAN/2024**

Signed for and behalf of **Mahatma Gandhi Mission Medical College & Hospital** by its authorised representative:

Signature *[Signature]*

**Dr. Deepak Bhosle**  
Professor and Head  
Department of Pharmacology &  
Clinical Trial Center  
MGM MCH AURANGABAD

Name (print) **Dr. Deepak Bhosle**

Title **Prof. AMB, Dept of Pharmacology**

Date: **05/02/2024**

**Investigator: Dr Mohammad Hafiz Deshmukh.**

Signature *[Signature]*  
**05/02/2024**

**DR. HAFIZ DESHMUKH**  
ASSISTANT PROFESSOR  
DEPARTMENT OF RESPIRATORY MEDICINE  
M. G. MEDICAL COLLEGE HOSPITAL  
Aurangabad, Dist. Aurangabad, Maharashtra 431002

Name (print) *[Signature]*  
**Dr. Renuka Madhwar**

Title **Designated Partner**

Date: **05/feb/2024**

**Aurangabad Health Care & Research LLP**  
Shop No. 126, CTS No. 1243211, Chetan  
Trade Centre Opp. S.F. School, Jalna Road,  
Aurangabad.MH India.

*[Signature]*



Per Subject Fee

All costs are exclusive of any applicable TAXES/GST (18%) and TAXES/GST of 18% shall be added and paid whenever any invoice is raised.

The CRO will pay INR **510900.00** (includes 30% IOH and local tax excluded) per subject who has completed the Part A of Clinical Trial and INR **586,625.00** per subject who has completed the Part B of Clinical Trial in accordance with the Protocol.

Such amount is divided as follows:

Part A Visit Payment (INR) (Includes 30% IOH)	
Screening	75075.00
Baseline	70200.00
Visit 3	53300.00
Visit 4	54600.00
Visit 5	49400.00
Visit 6	54600.00
Visit 7	49400.00
Visit 8A	68250.00
Follow UP	36075.00
<b>Total Per Patient Fee</b>	<b>510900.00</b>

Part B Visit Payment (INR) (Includes 30% IOH)	
Visit 8B	46,800.00
Visit 9	49,725.00
Visit 10	60,775.00
Visit 11	58,175.00
Visit 12	60,775.00
Visit 13	49,725.00
Visit 14	80,275.00
Visit 15+	69,225.00
ET	71,825.00
Follow UP	39,325.00
<b>Total Per Patient Fee</b>	<b>586,625.00</b>

The per patient fee above includes funds to reimburse the patient travel expenses, and also a **INR 5,000** per visit for patient participation fees. This will only be paid as approved by the applicable ethics committee.

A subject is considered as having completed the Clinical Trial when he/she has completed the specified Clinical Trial period and is evaluated per the Protocol.

In case of subjects included but not having completed the Clinical Trial, the amount to be paid will be calculated according to the fees for the visits actually performed by this subject. Where visits are conducted but not all per Protocol tests performed, the CRO reserves the right to withhold partial payment at its discretion. No payment will be made for an ineligible subject incorrectly enrolled into the Clinical Trial or in case the subject did not complete the Clinical Trial due to negligence, malpractice, breach of Protocol, or any willfully wrong act or omission on the part of the Investigator or Institution.

3 Screen Failures without a participant enrolled will be reimbursed, subsequent SFs will be based on the recruitment rate and at the approval of the Sponsor. Re-imbursement will be based on procedures that actual performed and against eCRF. For any Subjects that are randomized but are not administered



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*[Signature]*

Clinical Trial Drug or that do not complete the study, site will be compensated for those procedures that have been performed, pursuant to the per-patient study budget.

The CRO will pay both the costs charged by the Independent Ethics Committee for review of the Protocol.

Central Laboratories will perform all pathology tests. All costs associated with the Central Laboratory, including courier charges, are borne separately by the CRO.

Unless otherwise agreed by the CRO in writing, the CRO will not be liable for any other payment other than those specified in this Agreement.

The parties estimate that the whole Clinical Trial will cost approximately INR 510900.00 for Part A and INR 586,625.00 for Part B (Includes 25% IOH) per patient (local tax excluded) assuming full enrolment by the Investigator of 5 completed Clinical Trial subjects.

#### Frequency of Payments

Routine payments will be made quarterly based on the CRF sections that have been completed, monitored and collected up until that time. It is expected that CRFs will be completed by the site within 7 days of a patient's visit.

A minimum of 30 days payment terms apply on receipt of invoice.

Two final quarterly invoices will be withheld for the payment until:

- the delivery of all CRFs, duly filled and revised and after the positive opinion on the part of the CRO regarding their filling;
- receipt of all responses to the data clarification forms (DCFs) from the Investigator;
- database lock has occurred;
- the Investigator has returned all remaining Investigational Product;
- return and receipt of all essential documents from the Investigator;
- the IEC has been informed of Clinical Trial closure by the Investigator;
- return and receipt of CRO equipment from the Investigator.

#### Method of Payment

(please tick one box)

- Please make payment by cheque.

Payee Name : \_\_\_\_\_ OR

- Please make payments via Electronic Funds Transfer (EFT).

**Payee Name:** Aurangabad Health Care & Research LLP

**Beneficiary Bank Account Number:** 50516370521

**Bank Name:** Indian Bank

**Bank Address:** Indian Bank, Chetan Trade Center, Opp.S.F. School, Jalna Road, Aurangabad,431001, Maharashtra, India.

**IFSC Code:** IDIB000A678

**GST No.:** 27ABRFA2186R1ZJ

**PAN No.:** ABRFA2186R



*Kabir Tej Chaudhary*

*Amul*

*Gate*



**Trial Name:** 012-2021\_Progressive Fibrosing Interstitial Lung Disease (PF-ILD)  
**Arm:** Standard Arm\_Post Award Update\_75th percentile\_16-Jun-2022  
**Project:** 012-2021\_Progressive Fibrosing Interstitial Lung Disease (PF-ILD)  
**Phase:** Phase III  
**Indication:** Idiopathic Fibrosing Alveolitis, Idiopathic Pulmonary Fibrosis, Interstitial Pulmonary Fibrosis, IPF  
**Part:** A

**Selected Activities:** 2346.15 per patient

Name	OH?	Total	Screen VI	Visit 2 (W0)	Visit 3 (W4)	Visit 4 (W8)	Visit 5 (W12)	Visit 6 (W16)	Visit 7 (W20)	Visit 8A (W26, E7)	R	Revised Total (USD) (Revised total cost USD*total quantity)	Revised Selected Cost (USD) (Revised selected cost THB/36.6)	Revised Selected cost (INR) *editable values
Informed Consent Process	Y	1.00	1.00									64.10	64.10	5,000.00
IRCT	Y	1.00	1.00									INV	INV	2,500.00
Handling CT scans, preparation and equipment	Y	1.00	1.00									32.05	32.05	
Demographic Information	Y	1.00	1.00									19.23	19.23	1,500.00
Initial History Only	Y	2.00	1.00	1.00								38.46	38.46	1,500.00
Inclusion/Exclusion Criteria	Y	2.00	1.00	1.00								64.10	64.10	2,500.00
Adverse Events Assessment	Y	9.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	239.62	28.85	2,250.00
Review Concomitant Medications	Y	9.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	239.62	28.85	2,250.00
Phys Exam & Vitals Only	Y	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	115.38	19.23	1,500.00
Brief Visit w/ Vitals	Y	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	115.38	19.23	1,500.00
Blood Collect, Ship & Prep (for safety, PK (in all patients), serum and plasma biomarker samples)	Y	8.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	201.92	57.69	4,500.00
Urine Collection, Prep & Ship	Y	8.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	461.34	57.69	4,500.00
Dip Stick UA w/ Microscopy	Y	8.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	102.56	12.82	1,000.00
Cotinine test (urine)	Y	4.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	102.56	12.82	1,000.00
Healthcare Res Util Quest	Y	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	102.56	12.82	1,000.00
Spirometry	Y	6.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	230.77	38.46	3,000.00
ECG w/ Interpret. & Report	Y	3.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	115.38	38.46	3,000.00
K-BILD, EQ-5D and SGRQ	Y	3.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	115.38	38.46	3,000.00
Randomization	Y	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.82	12.82	1,000.00
Vital status assessment	Y	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.82	12.82	1,000.00
Compliance / drug accountability	Y	7.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	134.62	19.23	1,500.00
Trial medication termination	Y	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.82	12.82	1,000.00
<b>Per Patient Activity Totals:</b>		445.51	34750	28000	358.97	230.77	243.59	192.31	243.59	192.31	378.21	60.90	2,346.15	1,000.00
					18000	19000	15000	19000	19000	15000	29500	4750		



*Kabir Chakraborty* *Amal Bose*



Selected Other Direct Costs : 2692.31 per patient

Name	OH?	Total Quantity	Screen V1	Visit 2 (W0)	Visit 3 (W4)	Visit 4 (W8)	Visit 5 (W12)	Visit 6 (W16)	Visit 7 (W20)	Visit 8A (W26, ET)	EU	Revised Total (USD) [Revised total cost USD*total quantity]	Revised Selected Cost (USD) [Revised selected cost THB/36.6]	Revised Selected cost (INR) * editable values*
Administer 1st trial medication at	Y	1.00										38.46	38.46	3,000.00
Physician's Fees without Exam Costs	Y	9.00										1,153.85	128.21	10,000.00
Study Coordinator Fee Per Visit (Including data entry)	Y	9.00										923.08	102.56	8,000.00
Patient Daily Reimbursement (Meals & Travel)	Y	9.00										576.92	64.10	5,000.00
Per Patient Other Direct Cost Totals:			294.87	333.33	294.87	294.87	294.87	294.87	294.87	294.87	294.87	2,692.31		
Overall Patient Cost			23000	26000	23000	23000	23000	23000	23000	23000	23000			

	Screening	Treatment								Discontinuation	Follow Up	Total
		Visit 1 (W0)	Visit 2 (W4)	Visit 3 (W8)	Visit 4 (W12)	Visit 5 (W16)	Visit 6 (W20)	Visit 7 (W24)	Visit 8A (W26, ET)			
Costs Charged with Overhead	57750.00	54000.00	41000.00	42000.00	38000.00	42000.00	38000.00	42000.00	38000.00	52500.00	27750.00	393000.00
Overhead at 30%	17325.00	16200.00	12300.00	12600.00	11400.00	12600.00	11400.00	12600.00	11400.00	15750.00	8325.00	117900.00
<b>Selected Cost Per Visit</b>	<b>75075.00</b>	<b>70200.00</b>	<b>53300.00</b>	<b>54600.00</b>	<b>49400.00</b>	<b>54600.00</b>	<b>49400.00</b>	<b>54600.00</b>	<b>49400.00</b>	<b>68250.00</b>	<b>36075.00</b>	<b>510900.00</b>



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**Selected Other Direct Costs : 222000 per patient**

Name	OH?	Total	Period 1										Period 2			Total	Unit cost (INR)	
			8B	9*	10	11*	12	13*	14	15+	ET*	2						
Dispensation of tablets for Part B'	Y	5.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	15,000.00	3,000.00
Physician's Fees without Exam Costs	Y	9.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	90,000.00	10,000.00
Study Coordinator Fee Per Visit	Y	9.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	72,000.00	8,000.00
Patient Daily Reimbursement (Meals & Travel)	Y	9.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	45,000.00	5,000.00
Per Patient Other Direct Cost Totals:			26,000.00	23,000.00	26,000.00	23,000.00	26,000.00	23,000.00	26,000.00	23,000.00	26,000.00	23,000.00	26,000.00	23,000.00	23,000.00	23,000.00	222,000.00	

**Overall Patient Cost**

Visit	Period 1										Period 2			Total
	8B	9*	10	11*	12	13*	14	15+	ET*	2				
Week	26	30	34	39	42	46	52	65+						
Day	183	211	239	274	295	323	365	456+						
Costs Not Charged with Overhead	36,000.00	38,250.00	46,750.00	44,750.00	46,750.00	38,250.00	61,750.00	53,250.00	55,250.00	30,250.00	461,250.00			
Costs Charged with Overhead	10,800.00	11,475.00	14,025.00	13,425.00	14,025.00	11,475.00	18,525.00	15,975.00	16,575.00	9,075.00	135,375.00			
Overhead at 30%	46,800.00	49,725.00	60,775.00	58,175.00	60,775.00	49,725.00	80,275.00	69,225.00	71,825.00	39,325.00	596,625.00			
Selected Cost Per Visit														

**Table 2, Invoiceable Costs**

Name	Site Cost (INR)	30% OH
HRCT	8,000	2,400
Televisit fee	1,000	300
COVID-19 test	1,000	300
Screen failure	Per Invoice	Per Invoice
unscheduled visit	Per Invoice	Per Invoice

To be paid on actual procedures performed up to full cost of Screening Visit, plus applicable overhead (+ PI and SC time)

3 SFs without a participant enrolled will be reimbursed, subsequent SFs will be based on their recruitment rate and upon sponsor approval.

To be paid based on actual procedures performed, including PI time, SC time and patient transport reimbursement, plus applicable overhead fee.





**Table 3, Site Level Other Direct Costs**

Name	OH	Site Cost (INR)	30% OH	Total payment (INR)	Payment Frequency
Study Start-up Fee (one off)	Y	100,000	30,000	130,000	To be paid upon SIV
Study Close-out Fee	Y	50,000	15,000	65,000	To be paid upon IRB approval date of study termination report
Site Administrative fee (Telephone, Internet, Printing, Stationery, etc) (per month)	Y	3,000	900	3,900	To be paid upon SIV until COV
Calibration Syringe	N	45,000	N/A	45,000	Pass through cost, pay upon receipt of a valid invoice by the vendor
Archiving/per site (estimated for 25 years)	Y	333,333	99,999.90	433,332.90	<ul style="list-style-type: none"> <li>The Institution will archive all relevant records for 25 years after the completion of the study at Sponsor's expense.</li> <li>Document Archiving fee is based on actual inventory and invoice at the time of document storage to the Institution.</li> <li>Payment will be made after submission of study completion or termination letter and upon receipt of a valid invoice by the Institute.</li> </ul>

*Ball*

*Kabir Jee Choudhary*



*[Signature]*



# **V-AMR STUDY PHASE II**

**Surveillance of Multidrug-resistant, Extensively drug-resistant  
and Pandrug-resistant organisms for the healthcare facilities  
using Automated AST system—  
A large scale national multicentric study**



**STUDY PROTOCOL**

**18.12.2023**

**JIPMER, PUDUCHERRY**

**NATIONAL COORDINATING CENTRE**

**WHO-INDIA**

**FUNDING PARTNER**

## **V-AMR STUDY (Vigil on AMR)**

Surveillance of multidrug-resistant, extensively drug-resistant and pandrug-resistant organisms for the healthcare facilities using automated antimicrobial susceptibility system—  
A large scale national multicentric study

### **BACKGROUND**

Consistent and reliable estimate of the true antimicrobial resistance (AMR) burden is the cornerstone for providing information on local resistance patterns, to monitor the AMR trend across different time frames, and for inter-institutional comparison[1,2]. The interim guideline proposed by the joint ECDC/CDC expert group [European Centre for Disease Prevention and Control (ECDC) and Centre for Disease Prevention and Control (CDC)] has been widely used to characterize the drug resistant bacteria into three most important groups—multidrug-resistant (MDR), extensively drug-resistant (XDR) and pandrug-resistant (PDR) organisms. [3]. Though the definitions used in this guideline are clear and precise, the list of antimicrobial classes and agents recommended for testing to meet to the criteria of MDR, XDR and PDR definitions is exhaustive and may not be available for testing in all the facilities[3]. This is particularly true when disk diffusion (DD) test is used to perform antimicrobial susceptibility testing (AST) because of variability in the antimicrobials used in DD testing by different centres, depending up on their local practices. This serves as an important barrier for accurately classifying the drug-resistant bacteria in the healthcare facilities (HCF), a major hindrance for inter-institutional comparison of MDR/XDR/PDR data [4,5].

### **Rationale**

The limitations of DD methods are largely overcome by the use of automated MIC based AST method [4,5]. These systems employ AST panels, comprising of standard set of antimicrobial agents, therefore brings across uniformity in the list of antimicrobial used among the beneficiary centres. Among the automated AST systems, VITEK2 is the most extensively used platform both globally and also in Indian settings [6,7]. By using the template comprising of antimicrobial classes and agents based on VITEK2 AST panels for MDR/XDR/PDR categorization, the AMR data of various VITEK2 user centres can be collated to achieve a meaningful comparison; thus the burden of MDR, XDR and PDR of facilities across the country can be determined[6,7].

## **Novelty**

To the best of our knowledge, there is no data available on MDR/XDR/PDR organism rate based on automated AST method from India as a part of multicentric study. Therefore, a large-scale multicentric study has been undertaken to determine the true burden of MDR/XDR/PDR organism from different healthcare facilities of India and subsequently creating a national bench mark data for India.

## **Expected outcomes**

The burden of MDR/XDR/PDR organism based on automated AST platform across India will be determined.

## **OBJECTIVES**

- **Primary-1:** To determine the burden of multidrug-resistant (MDR), extensively drug-resistant (XDR) and pandrug-resistant (PDR) organism across the healthcare facilities using automated antimicrobial susceptibility system
- **Primary-2:** To determine the epidemiology of the MDR/XDR/PDR organisms among various geographical regions of India, public vs private sector hospitals, teaching and non-teaching hospitals, and inpatients vs outpatients locations across the healthcare facilities using automated antimicrobial susceptibility system
- **Secondary:** To construct nation specific and region specific antibiogram—basic, stratified and subtraction antibiogram across the healthcare facilities using automated antimicrobial susceptibility system

## **METHODOLOGY**

This will be a prospective study, conducted for 23 months (1st February 2024 to 30th November 2025). More than 100 healthcare facilities (HCFs) from different regions of India including the phase I centres will be participating. The study is planned to be executed in three stages—(1) 1st to 29th February 2024, enrolment of centres, protocol discussion, training of centres, software installation, obtaining ethical clearance etc. will be carried out; (2) the data collection will commence from 1st March 2024 onwards till September 2025; (3) the subsequent period will be utilized for data analysis, manuscript writing and publishing.

## **Inclusion and Exclusion Criteria**

Templates will be formulated in standardizing antimicrobial classification, comprising of lists of antimicrobial agents and classes tested for each organism group. The antimicrobial agents that are available in the VITEK2 AST panels will only be included while constructing the templates. Clinical specimens for which VITEK2 is used for performing AST for all the



isolates for that particular sample type, will be included for the study. The inclusion or exclusion of an antimicrobial agent to the template for classifying drug resistant bacteria will be based on certain set rules.

The antimicrobial agent will be included to an organism's antimicrobial template only when (i) it is listed in the respective VITEK2 AST panels and tested against the corresponding organism, and (ii) clinical breakpoints are mentioned in the latest available edition of clinical and laboratory standards institute (CLSI, 1<sup>st</sup> preference) or European committee on antimicrobial susceptibility testing (EUCAST, 2<sup>nd</sup> preference) or Food and Drug Administration (FDA, 3<sup>rd</sup> preference) [7-10].

The analysis will be performed as per the general principle of antibiogram, as per CLSI M39-A5 [11].

- Only the first isolate of an organism encountered in a given patient will be included for analysis regardless of specimen and regardless of location/specialty. However, policy has to be made for the specimen specific time frame for selection of 1st isolate
- Minimum 30 number of isolates during the time frame are needed for any statistical significant analysis
- Surveillance isolates or contaminants will be excluded from the analysis. However, clinically relevant commensal organism will be included, if they are isolated from multiple specimens and correlated clinically.

Similarly, an antimicrobial agent will be excluded from the template of an organism if: (i) the organism is found to be intrinsically resistant (IR) to that antimicrobial agent; or (ii) VITEK2 has applied any mandate restriction rule to release the result of the MIC (e.g. *Stenotrophomonas/ceftazidime*) or (iii) only epidemiological cut off breakpoints are available (*Pseudomonas/fosfomycin*), or (iv) non-susceptible results if obtained (e.g. penicillin for *S. pyogenes*)— in such case, it has to be re-identified, retested and if confirmed, then submitted to a reference laboratory [6-10,12], (v) if an antibiotic is used as a secondary test (on selective isolates), then it will be excluded regardless, tested by VITEK or any other methods (e.g. critical care N407 AST panel used for testing MDR isolates); (vi) The site-specific antimicrobials will be considered for analysis only for the site specific isolates (e.g. nitrofurantoin for urine and daptomycin for non-respiratory specimens) and will be excluded from the analysis for the isolates recovered from other specimens.

The VITEK2 restriction rule which are applied on various organism-antimicrobial agent combinations will be unblocked and the MIC values will be interpreted as per the respective clinical breakpoints. Examples include (i) amikacin for *Acinetobacter*, (ii) linezolid resistance

for *Enterococcus*, (iii) ertapenem resistance for Enterobacterales, (iv) aztreonam for *Pseudomonas*, (v) piperacillin tazobactam resistance for *Pseudomonas*, (iv) tigecycline for resistance in *Enterococcus*, *Staphylococcus*, *E.coli*.

### **Quality of the Testing method**

The laboratories will strictly adhere to the protocol provided by the manufacturer to maintain the quality of the testing method. Common error prone steps where extreme care should be taken include: (i) picking of single type of isolated colonies, (ii) adjusting the inoculum to 0.5 McFarland by the calibrated densitometer and (iii) loading the panel within 15-20min of preparation [6,7]. The antimicrobials which are flagged as ‘terminated’ will be considered as ‘not tested’ during analysis. The quality control (QC) of VITEK2 will routinely be performed according to CLSI M07, 11<sup>th</sup> edition or its subsequent update if available [13]. The QC for the DD test will also be performed as ‘daily plan’ whenever the test is performed [13].

### **Data validation**

The AST data from VITEK2 automated instrument will be validated by the clinical microbiologist before inclusion for analysis. The laboratories will develop a practice of verifying the AST data of all the antimicrobials for which results are available in VITEK2 and subsequently validating the result, regardless of inclusion of antimicrobials in patient’s final report [13,14].

VITEK2 instrument provides an automated tool to validate AST results called ‘Advanced Expert System (AES)’; following which the susceptibility results are released by the VITEK2 instrument with an additional comment as ‘consistent result’, or ‘inconsistent result’, or ‘consistent result with modification’ [15]. AST data with ‘consistent result’ will be included for analysis. The AST data that are flagged by AES as ‘consistent with modification’ will be verified by the clinical microbiologist and added for analysis on case to case basis, only after their validation. The AST data with inconsistent result will be excluded from analysis [15]. The laboratories will disable the selective suppression rules from VITEK2, before downloading the AST data for the purpose of analysis of drug resistant bacteria [15].

For suspicious AST report for some drug/bug combinations, it is recommended to re-confirm the result by an additional testing method such as disk diffusion or Epsilon test, or other recommended methods. Some examples of such suspicious AST report for which a

reconfirmation is definitely advisable include: vancomycin resistance for *S. aureus*, oxacillin and cefotixin for *S. aureus* (when contradictory results are produced by two different tests), colistin resistance, linezolid resistance in *Enterococcus* and *Staphylococcus* and isolated carbapenem resistance [3].

### **Criteria Used For Defining Antimicrobial Classes**

For the purpose of defining MDR, XDR and PDR, the classes of antimicrobial agents will be determined based on chemical structure, as mentioned in CLSI M100 31<sup>st</sup> edition [8]. Use of a single-approach based classification of antimicrobial class will bring homogeneity, and will facilitate a meaningful comparison of the MDR/XDR/PDR data between the centres [3]. The exact number of classes for each organism will depend up on the antimicrobial agents included in their respective templates after applying the exclusion criteria [8].

### **Organism Specific Templates**

For the purpose of classifying drug resistant bacteria into MDR, XDR and PDR, the organism specific templates will be developed comprising of antimicrobial agents (and their classes). A total of four such templates will be developed, each represents an organism group for which a specific VITEK2 AST panel is used for performing AST — (i) Enterobacterales (VITEK2 AST panel N405), (ii) Non-fermenter group (VITEK2 AST panel N406), (iii) *Staphylococcus/Enterococcus* group (VITEK2 AST panel P628) and (iv) *Streptococcus* group (VITEK2 AST panel ST03) [7-10,12,16,17]. However, other panels will also be included.

- VITEK2 AST N405: The following antimicrobial agents will be included for analysis such as amoxicillin-clavulanate, piperacillin-tazobactam, cefoperazone – sulbactam, cefuroxime, ceftriaxone, cefepime, meropenem, imipenem, ertapenem, gentamicin, amikacin, trimethoprim-sulfamethoxazole, ciprofloxacin, colistin and tigecycline
- VITEK2 AST N406 panel: The following antimicrobial agents will be included for analysis such as piperacillin-tazobactam, cefoperazone–sulbactam, ceftazidime, cefepime, aztreonam, meropenem, imipenem, doripenem, gentamicin, amikacin, trimethoprim-sulfamethoxazole, ciprofloxacin, levofloxacin, colistin, minocycline, and tigecycline
- VITEK2 AST P628 panel: The following antimicrobial agents will be included for analysis such as benzylpenicillin, ampicillin, oxacillin or cefoxitin, gentamicin, high level gentamicin, trimethoprim-sulfamethoxazole, ciprofloxacin, levofloxacin, daptomycin, tetracycline, tigecycline, vancomycin, teicoplanin, linezolid, clindamycin erythromycin, rifampicin and nitrofurantoin



- VITEK2 AST ST03 panel: The following antimicrobial agents will be included for analysis such as penicillin, ampicillin, ceftriaxone, cefotaxime, trimethoprim-sulfamethoxazole, levofloxacin, moxifloxacin, tetracycline, tigecycline, chloramphenicol, vancomycin, teicoplanin, linezolid, clindamycin, erythromycin, rifampicin.

### **Additional primary tests**

Additional primary tests by disk diffusion (DD) or any other methods which will be needed are kept very limited to avoid additional cost burden. These include:

- (i) *Salmonella*: **Azithromycin (*S. Typhi*)**, chloramphenicol, pefloxacin
- (ii) *Enterococcus*: **Ampicillin**
- (iii) Colistin result by VITEK: Will be supplemented by any one of the following—broth microdilution (BMD) or colistin agar test (CAT) or colistin broth disk elution (CBDE)

### **Additional secondary tests**

VITEK results which need additional confirmation before submitting the result include (Table 1):

- **Cefoxitin oxacillin mismatch**: Reconfirm by any one of the following—cefoxitin DD or cefoxitin E test, oxacillin E test or *mecA* PCR
- **Vancomycin or teicoplanin or linezolid resistance in *Enterococcus faecalis***: Reconfirm by any one of the following— DD or E test
- Vancomycin or teicoplanin or linezolid resistance in *Enterococcus faecium*: Reconfirm by any one of the following— DD or E test
- **Vancomycin or teicoplanin or linezolid resistance in *S. aureus***— Purify, re-identify and then re-test by VITEK or different method (E test for vancomycin, DD for linezolid). If still found to be resistant, isolate will be sent to JIPMER. Data will be updated in Ibhar, however will be included for analysis only when it is confirmed by JIPMER
- **Penicillin (S) + Ampicillin (R) in *Enterococcus***: Repeat both antimicrobial agents by disk diffusion or any other method.
- **Tigecycline, rifampicin resistance in *Enterococcus* and *S. aureus***: Reconfirm by DD
- Tigecycline (R), rest all (Sn) in Enterobacterales or *Acinetobacter*: Reconfirm by DD
- **Ceftriaxone (R) in pneumococcus**: Confirm by E test
- Inducible clindamycin resistance in *S. aureus*: Confirm by DD test
- Penicillin (R) in pneumococcus: Confirm by E test

Table 1: Additional tests to be made available

Antibiotic	Formulation	Organisms	Indication based on VITEK result	Strategy	Reason	
Penicillin	E-test	<i>Streptococcus pneumoniae</i>	R	Secondary testing	Confirmatory	
Penicillin	Disk	<i>S. pyogenes/agalactiae</i>	NS	Secondary testing	For submitting to reference centre	
Ceftriaxone	Disk	<i>S. pyogenes/agalactiae/viridans strep</i>	NS	Secondary testing	For submitting to reference centre	
Ampicillin	Disk	<i>Enterococcus</i>	Not available	Primary testing	NA in VITEK	
Vancomycin	E-test or VSA	<i>Staphylococcus aureus</i>	R	Secondary testing	For submitting to reference centre	
Vancomycin	Disk	<i>Enterococcus</i>	R	Secondary testing	Confirmatory	
		<i>Streptococcus</i>	NS		For submitting to reference centre	
Linezolid	Disk or E-test	<i>Staphylococcus aureus</i>	R	Secondary testing	For submitting to reference centre	
		<i>Streptococcus</i>	NS			
		<i>Enterococcus</i>	R		Confirmatory	
Azithromycin	Disk	<i>Salmonella Typhi</i>	Not available	Primary testing	NA in VITEK	
Chloramphenicol	Disk	<i>Salmonella</i>	Not available	Primary testing	NA in VITEK	
Any one	Cefoxitin	Disk or E-test	<i>Staphylococcus aureus</i>	Cx - Ox mismatch	Secondary testing	Confirmatory
	Oxacillin	E-test or OSA	<i>Staphylococcus aureus</i>	Cx - Ox mismatch	Secondary testing	Confirmatory
	Mec A	PCR	<i>Staphylococcus aureus</i>	Cx - Ox mismatch	Secondary testing	Confirmatory
Rifampicin	Disk	<i>Staphylococcus aureus</i>	R	Secondary testing	Confirmatory	
Tigecycline	Disk	<i>Staphylococcus aureus</i> GNB (isolated resistance)	R	Secondary testing	Confirmatory	
Colistin (any one)	Disk (CBDE)	GNB	Any result	Primary testing	Supplemental	
	Powder (CAT)	GNB	Any result	Primary testing	Supplemental	
	BMD (commercial)	GNB	Any result	Primary testing	Supplemental	
Erythromycin	Disk	<i>Staphylococcus aureus</i> / <i>S. pyogenes/agalactiae/viridans Streptococcus</i>	ICR +	Secondary testing	Confirmatory	
Clindamycin	Disk		ICR +	Secondary testing	Confirmatory	

Abbreviations: CBDE, colistin broth disk elution; CAT, colistin agar test; GNB, gram-negative bacilli; ICR, inducible clindamycin resistance; R, resistance; I, intermediate; NS, nonsusceptible; NA, not available

## Identification

The identification of organism will preferably be made based on automated system such as VITEK2 or MALDI-TOF. For certain organisms such as non-fermenters, *Enterococcus* (other than *E. faecalis* and *E. faecium*), and CoNS etc., the identification has to be performed by automated system (Table 2). Conventional method is acceptable for few organisms (as listed in Table 3); if the typical biochemical pattern is demonstrated. Organisms identified by automated system must exhibit the corresponding phenotypic properties (Table-3), for their inclusion in the study.

Table 2 : Overview of methods to be employed for identification of organisms

	<b>Conventional acceptable Automated preferred</b>	<b>Automated method* is mandatory</b>
Enterobacteriales	<i>E. coli</i> , <i>Klebsiella pneumoniae</i> <i>Shigella*</i> , <i>Salmonella*</i> <i>P. mirabilis/vulgaris</i>	Other members of Enterobacteriales
Non-fermenters	<i>P. aeruginosa</i> (pigmented)	Rest all
<i>Enterococcus</i>	<i>E. faecalis</i> , <i>E. faecium</i>	Other species
<i>Staphylococcus</i>	<i>S. aureus</i>	CoNS
Streptococci	<i>S. pyogenes</i> , <i>S. agalactiae</i> , pneumococcus	Viridans streptococci
<i>Vibrio*</i> species	Yes	-
<i>Aeromonas</i>	-	Yes

\* *Shigella* /*Salmonella*/*Vibrio*: Additional antisera testing is needed for confirmation.

- Poly-O antisera for genus level identification of *Shigella* /*Salmonella*
- O<sub>1</sub> antisera for genus level identification of *Vibrio*
- O<sub>9</sub> antisera: *S. Typhi* (for azithromycin)

Note: MALDI-TOF is inaccurate in identifying *Burkholderia pseudomallei*, *Shigella* (differentiating from *E. coli*), *Salmonella* (beyond genus level) and *Vibrio*. Therefore, additional biochemical test (and antisera, if applicable) must be performed for confirmation.

Identification of other organisms by MALDI-TOF or VITEK should always be correlated with colony morphology. Any suspicious result, the identification needs to be re-confirmed by biochemical test.

Table 3: Organisms for which the biochemical identification is acceptable

<b>Organisms</b>	<b>Biochemical identification (Typical properties*)</b>
<i>Escherichia coli</i>	LF on MacConkey agar ICUT: Indole (+), Citrate (-), Urease(-), TSI (A/A, gas+, H <sub>2</sub> S-) Urochrome agar: Violet colonies
<i>Klebsiella pneumoniae</i>	Mucoid LF on MacConkey agar ICUT: Indole (-), Citrate (+), Urease(+), TSI (A/A, gas+, H <sub>2</sub> S-)
<i>Shigella</i> species	Translucent NLF on MacConkey agar ICUT: Indole (-), Citrate (-), Urease(-), TSI (K/A, gas-, H <sub>2</sub> S-) Agglutination with Poly-O antisera
<i>Salmonella Typhi</i>	Translucent NLF on MacConkey agar ICUT: Indole (-), Citrate (-), Urease(-), TSI (K/A, gas-, H <sub>2</sub> S+) Agglutination with poly-O antisera (for genus level) and O <sub>9</sub> (for serotyping)
<i>Salmonella Paratyphi A</i>	Translucent NLF on MacConkey agar ICUT: Indole (-), Citrate (-), Urease(-), TSI (K/A, gas+, H <sub>2</sub> S-) Agglutination with poly-O antisera (for genus level) and O <sub>2</sub> (for serotyping)
<i>Salmonella Paratyphi B</i>	Translucent NLF on MacConkey agar ICUT: Indole (-), Citrate (+), Urease(-), TSI (K/A, gas+, H <sub>2</sub> S+) Agglutination with poly-O antisera (for genus level) and O <sub>4</sub> (for serotyping)
<i>Proteus mirabilis</i>	NLF on MacConkey agar, Swarming on blood agar ICUT: Indole (-), Citrate (±), Urease(+), TSI (K/A, gas-, H <sub>2</sub> S+)
<i>Proteus vulgaris</i>	NLF on MacConkey agar, Swarming on blood agar ICUT: Indole (+), Citrate (±), Urease(+), TSI (K/A, gas-, H <sub>2</sub> S+)
<i>Pseudomonas aeruginosa</i> (pigmented)	NLF on MacConkey agar, Blue green pigmentation (+), Oxidase(+) ICUT: Indole (-), Citrate (+), Urease(-), TSI (K/K, gas-, H <sub>2</sub> S-)
<i>Enterococcus faecalis</i>	Magenta pink colonies on MacConkey agar
<i>Enterococcus faecium</i>	Translucent colonies on blood agar



	Catalase negative, GPC pair on Gram stain, Bile esculin agar (+) Arabinose (-ve for <i>E. faecalis</i> and +ve for <i>E. faecium</i> )
<i>Staphylococcus aureus</i>	Golden yellow haemolytic colonies on blood agar Catalase positive, GPC cluster on Gram stain Tube coagulase (+) or Latex agglutination test (+) for clumping factor/protein A
<i>Streptococcus pyogenes</i> <i>Streptococcus agalactiae</i>	Pinpoint colonies on blood agar with wide zone of beta-hemolysis Catalase negative, GPC short chains on Gram stain Bacitracin (S) and CAMP test (-): for <i>Streptococcus pyogenes</i> Bacitracin (R) and CAMP test (+): for <i>Streptococcus agalactiae</i> Confirmation by Lancefield grouping
Pneumococcus	$\alpha$ -haemolytic draughtsman colonies on blood agar Catalase negative, GPC pair (lanceolate shaped) on Gram stain Optochin (S) and/or Bile (Soluble)

\*Note: If the above-mentioned typical conventional (biochemical) properties are not demonstrated, identification must be confirmed by automated identification system.

### Ascertaining pathogenicity

For pathogen uncertain organisms, the pathogenicity needs to be ascertained before including them for antibiogram by any one of the following (Table 4).

**Table 4: Criteria for ascertaining pathogenicity**

Condition	Description
Repeat isolation	Repeat isolation from same/different specimen
Clinical correlation	Clinical correlation (Symptoms+)
Clinician's opinion	Clinician opines that organism is clinically significant
Direct microscopy	Direct microscopy (Direct Gram stain / urine wet mount)
Supportive investigations	Biomarkers such as raised TLC, CRP or procalcitonin Radiological or pathological evidence

### List of pathogenicity uncertain organisms

- Rare non-fermenters: All non-fermenters Except *Pseudomonas aeruginosa*, *Acinetobacter baumannii* complex, *Burkholderia pseudomallei* and *Burkholderia cepacia* complex (BCC) and *Stenotrophomonas*
- Rare Enterobacterales: Enterobacterales All Except *E. coli*, *Klebsiella*, *Enterobacter*, *Shigella*, *Salmonella*, *Proteus*, *Providentia*, *Morganella*, *Serratia*, *Citrobacter*
- Coagulase negative staphylococci (CoNS)
- Viridans *Streptococcus*

### **Definitions Used For Drug-Resistant Bacteria**

The present document upholds the definitions for MDR, XDR and PDR as suggested by the joint ECDC/CDC expert group [3-5]. ‘Not susceptible’ refers to either a resistant or intermediate or non-susceptible result obtained from antimicrobial susceptibility testing. The bacterial isolate that is not-susceptible to at least one agent in three or more antimicrobial classes will be classified as **multidrug resistant (MDR) organism**. The **extensively drug-resistant (XDR) bacterial isolate** is the one that is not-susceptible to at least one agent in all but two or fewer antimicrobial classes. When the isolate is found not-susceptible to all the antimicrobial agents in all antimicrobial classes, will be considered as **pandrug resistant (PDR)**. The PDR isolates exhibit the highest level of antimicrobial resistance possible, indicating that there are no approved antimicrobial agents that have activity against these strains [3,5]. Appropriate caution will be taken while assigning the isolates into the appropriate drug resistant category.

### **DATA COLLECTION AND ANALYSIS**

#### **Software based Data collection**

Data will be collected electronically through a software, developed by JIPMER in collaboration with I Bhar private Ltd. This software has three components: clinical microbiology reporting module, antibiogram module and infection control module. The development of this software took place over a period of 3 years, with intense teamwork between blood culture division and hospital infection control and prevention (HICP) unit, Department of Microbiology, JIPMER and I Bhar.

The ‘**clinical microbiology reporting (CMR) module** is a *state-of-the-art engine*, which has capability of integrating LIS (for demographic data) and automated systems (for ID and AST data); followed by self-interpreting the AST by applying CLSI and EUCAST breakpoint. Subsequently it generates the ‘clinical microbiology report’ by incorporating antibiotic advices, organism-specific advices, intrinsic resistance note, infection control

advice, therapeutic index and MIC guiding table. The **infection control module** has several components such as hand hygiene audit, HAI surveillance, HBV vaccination, needle stick injury, environmental surveillance, care bundle audit, biomedical waste audit etc.

The **antibiogram module** of this software has been developed, based on CLSI M39 [27]. In this study, this module will be provided as complementary to all the centres during. It has been technologically advanced to analyse the following type of AMR data.

- Basic (organism specific) antibiogram
- Stratified Antibiogram
  - Specimen specific antibiogram
  - Location specific antibiogram: ICU, Ward, OPD
  - Broad specialty specific antibiogram: Medicine, surgical, pediatric, oncology
  - Specialty specific antibiogram: 10-15 specialties
- **Comparison antibiogram:** Location A vs location B; Specialty A vs Specialty B; Time frame-A vs time frame-B and Centre A vs Centre
- **Subtraction antibiogram:** Present location vs another location; Present Centre A vs another Centre; Present specialty vs another specialty and Time frame-1 vs time frame-2 of same location/specialty
- **MDR/XDR/PDR Data Analysis:** To determine the following parameters in four ways (basic, stratified, comparison, subtraction):
  - Specimen specific MDR/XDR/PDR organism rate
  - Location specific MDR/XDR/PDR organism rate : ICU, Ward, OPD
  - Broad specialty specific MDR/XDR/PDR organism rate: Medicine, surgical, pediatric, oncology
  - Specialty specific MDR/XDR/PDR organism rate: 10-15 specialties

The centre must facilitate the installation of Ibhar software for the collection of AST data. There are different ways by which data can be transferred to Ibhar. (i) Direct data transfer from VITEK2 to Ibhar, (ii) AST data from VITEK2 can be downloaded as excel and then re-uploaded in Ibhar, (iii) Manual entry of AST data in Ibhar. In any of the above method followed, the AST data needs to manual validated before confirming for the submission. Parameters to be included in data collection form is listed in Table 2.



Table 2: Parameters to be included in data collection form

<b>Demographic Detail</b>
• Sample ID/number: _____ (centre to trace back)
• De-identified patient’s hospital ID : _____ (required for study, for selecting first isolate)
• Age: _____, Sex: _____
<b>Initial information</b>
• Facility : _____ (defaulted)
• Sub facility: _____ (required for Standalone Labs catering to multiple facilities)
• Admission date: _____
• Advice date (sample collection/receipt date): _____
• AST Report date: _____ (auto-defaulted)
• Location: <u>ICU/IPD/OPD</u>
• Broad specialty: <u>Medicine, Surgical, Pediatric, Oncology/Transplant</u>
• Sub-specialty (optional, if the institute wishes to analyse separately)
• Specimen : <u>E.g. Respiratory</u>
• Specimen sub type : <u>E.g. Sputum, tracheal aspirate, throat swab, BAL</u>
<b>AST Report</b>
• Organism: _____
• ID method: <u>Conventional/ VITEK2/ MALDI-TOF</u>
• Pathogen/Pathogen uncertain (Criteria met: Yes/No)
• AST Panel used: <u>N280/N281/P628/ST03 etc.</u>
• BP group to be applied: <u>E.g. Enterobacterales (auto-filled)</u>
• AST data: <u>MIC value &amp; interpretation (S/I/SDD/R)</u>
• AES result: <u>Consistent or consistent with correction</u>

### Outcome Parameters

The following outcome parameters will be analysed.

- MDR organism rate = total number of MDR isolate / total isolates obtained during the study period X 100

- XDR organism rate= total number of XDR isolate / total isolates obtained during the study period X 100
- PDR organism rate = total number of PDR isolate / total isolates obtained during the study period X 100

The MDR/XDR/PDR data will be collected for various organisms such as *Escherichia coli*, *Klebsiella pneumoniae*, *Pseudomonas aeruginosa*, *Acinetobacter baumannii*, *Staphylococcus aureus*, *Enterococcus* and any other organism for which more than 30 isolates have been obtained during the study period.

The MDR/XDR/PDR organism rate will be further analysed based on the following stratifications:

- Public vs private sector centres
- Teaching vs non-teaching centres
- Inpatients vs outpatients
- Tertiary care vs primary/secondary care centres
- Geographical differences (East/West/North/South zone centres)

### **Statistical Analysis**

MDR/XDR/PDR organism rate will be expressed in proportion. Comparison MDR/XDR/PDR organism rate between public vs private sector centres, teaching vs non-teaching centres , inpatients vs outpatients, tertiary care vs primary/secondary care centres and geographical differences (East/West/North/South zone centres) will be analysed by applying appropriate statistical test (Chi square test).

### **CONCLUSION**

In the era of increased AMR, it is important that the healthcare facilities should conduct surveillance to know the true estimate of the drug resistant bacteria prevalent in their centres. However, it is impractical to obtain the MDR/XDR/PDR data for those centres that follow disk diffusion test for AST, because of the differences in the antimicrobial agents that are used for testing. This multicentric study provides a direction to the VITEK2 user centres for analysing their AMR data. Applying the templates given in this document, the facilities will determine their MDR/XDR/PDR data which can be comparable between various VITEK2 user centres across the globe. The use of automated systems (especially VITEK2 in India) for performing AST has been increasing in the recent past and is expected to further expand in future. Furthermore, there is no need for any additional manpower or budget, as the

analysis of drug resistant bacteria is performed based on the routine AST data. Therefore, a large number of user centres can contribute their AMR data, which can be collated to give a true picture of the current burden of MDR/XDR/PDR in the World. This information is essential for developing empirical antimicrobial therapy for diverse epidemiological settings.



## REFERENCES

1. World Health Organization. Antimicrobial resistance factsheets. Available at: <https://www.who.int/news-room/fact-sheets/detail/antimicrobial-resistance>. Updated on 13 October 2020.
2. Indian Council of Medical Research: Antimicrobial Resistance Surveillance & Research Initiative. [accessed on May 17, 2021]. Available from: <http://iamrsn.icmr.org.in/index.php/amrsn/amrsn-network>
3. Magiorakos AP, Srinivasan A, Carey RB, Carmeli Y, Falagas ME, Giske CG, Harbarth S, Hindler JF, Kahlmeter G, Olsson-Liljequist B, Paterson DL, Rice LB, Stelling J, Struelens MJ, Vatopoulos A, Weber JT, Monnet DL. Multidrug-resistant, extensively drug-resistant and pandrug-resistant bacteria: an international expert proposal for interim standard definitions for acquired resistance. *Clin Microbiol Infect*. 2012 Mar;18(3):268-81. doi: 10.1111/j.1469-0691.2011.03570.x.
4. Falagas ME, Koletsi PK, Bliziotis IA. The diversity of definitions of multidrug-resistant (MDR) and pandrug-resistant (PDR) *Acinetobacter baumannii* and *Pseudomonas aeruginosa*. *J Med Microbiol*. 2006 Dec;55(Pt 12):1619-1629. doi: 10.1099/jmm.0.46747-0.
5. Falagas ME, Karageorgopoulos DE. Pandrug resistance (PDR), extensive drug resistance (XDR), and multidrug resistance (MDR) among Gram-negative bacilli: need for international harmonization in terminology. *Clin Infect Dis*. 2008 Apr 1;46(7):1121-2; author reply 1122. doi: 10.1086/528867
6. VITEK® 2 AST Cards. Available at: <https://www.biomerieuxindia.in/product/vitek-2-ast-cards>. Accessed on 25<sup>th</sup> May 2021.
7. VITEK Brochure, India SAARC\_Revised. Available at: <https://biomerieux.showpad.com/share/tG2BlmJOV47ZGBwHTBxhA/0>. Accessed on 26<sup>th</sup> May 2021.
8. Clinical and Laboratory Standards Institute (CLSI). Performance Standards for Antimicrobial Susceptibility Testing. 31st ed. CLSI supplement M100. Wayne, PA: Clinical and Laboratory Standards Institute; 2021.
9. The European Committee on Antimicrobial Susceptibility Testing. Breakpoint tables for interpretation of MICs and zone diameters. Version 11.0, 2021. <http://www.eucast.org>.
10. United States Food and Drug Administration. Antibacterial Susceptibility Test Interpretive Criteria. Updated 13th Oct 2020. Available at: <https://www.fda.gov/drugs/development-resources/antibacterial-susceptibility-test-interpretive-criteria>. Accessed on 18th May 2021.
11. Clinical and Laboratory Standards Institute (CLSI). Analysis and Presentation of Cumulative Antimicrobial Susceptibility Test Data; Approved Guideline - Fourth Edition. CLSI document M39-A4. Wayne, PA: Clinical and Laboratory Standards Institute; 2014.
12. The European Committee on Antimicrobial Susceptibility Testing. Intrinsic resistance and unusual phenotypes. Version 3.2, February, 2020. <http://www.eucast.org>.
13. Clinical and Laboratory Standards Institute (CLSI). *Methods for Dilution Antimicrobial Susceptibility Tests for Bacteria That Grow Aerobically; Approved Standard—Tenth*

- Edition*. CLSI document M07-A10. Wayne, PA: Clinical and Laboratory Standards Institute; 2015.
14. Clinical and Laboratory Standards Institute (CLSI) AST News Update. Volume 5, Issue 1 January 2020. Available at: [https://clsi.org/media/3486/clsi\\_astnews\\_update\\_january2020.pdf](https://clsi.org/media/3486/clsi_astnews_update_january2020.pdf). Accessed on 26<sup>th</sup> May 2021.
  15. VITEK® 2 Advanced Expert System™. Available at: <https://www.biomerieuxindia.in/product/vitek-2-advanced-expert-system>. Accessed on 25<sup>th</sup> May 2021.
  16. Jones RN, Barry AL, Packer RR, Gregory WW, Thornsberry C. In vitro antimicrobial spectrum, occurrence of synergy, and recommendations for dilution susceptibility testing concentrations of the cefoperazone-sulbactam combination. *J Clin Microbiol*. 1987 Sep;25(9):1725-9. doi: 10.1128/JCM.25.9.1725-1729.1987.
  17. Pachón-Ibáñez ME, Jiménez-Mejías ME, Pichardo C, Llanos AC, Pachón J. Activity of tigecycline (GAR-936) against *Acinetobacter baumannii* strains, including those resistant to imipenem. *Antimicrob Agents Chemother*. 2004 Nov;48(11):4479-81. doi: 10.1128/AAC.48.11.4479-4481.2004.



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<b>Demographic detail</b>			
Sample number: _____	Patient's unique hospital ID : _____	Age: _____	Sex: _____
Facility name : _____			
Sub facility: _____ (required for Standalone laboratories catering to multiple facilities)			
Admission date and time: _____			
Sample collection date and time : _____		Report date: _____	
Diagnosis: _____		Device, if any: _____	
Location: <input type="checkbox"/> ICU <input type="checkbox"/> IPD <input type="checkbox"/> OPD			
Broad specialty: <input type="checkbox"/> Medicine alliance <input type="checkbox"/> Surgical alliance <input type="checkbox"/> Pediatric alliance			
Oncology/Transplant alliance <input type="checkbox"/>			
Specialty: _____			
<b>Specimen information</b>			
Specimen type: <input type="checkbox"/> Respiratory <input type="checkbox"/> Blood <input type="checkbox"/> Sterile fluid <input type="checkbox"/> Urine <input type="checkbox"/> Stool <input type="checkbox"/> Exudate			
Specimen subtype: E.g. For exudate: <input type="checkbox"/> Pus <input type="checkbox"/> Wound swab <input type="checkbox"/> Aspirate <input type="checkbox"/> Tissue bit			
Purpose of collection: <input type="checkbox"/> Diagnostic		Surveillance: <input type="checkbox"/> Patient <input type="checkbox"/> Healthcare worker	
Environment			
Outbreak specimen: <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Identification</b>			
Organism (Species): <u>E.g. <i>Klebsiella pneumoniae</i></u>			
Organism (Genus): <u>E.g. <i>Klebsiella</i></u>			
Organism (Subgroup): <input type="checkbox"/> Enterobacterales <input type="checkbox"/> Nonfermenter <input type="checkbox"/> Other Gram-negative bacilli			
Organism (Group): <input type="checkbox"/> Gram-negative bacilli <input type="checkbox"/> Gram-positive cocci <input type="checkbox"/> Gram-negative cocci			
ID method: <input type="checkbox"/> Conventional <input type="checkbox"/> VITEK2 <input type="checkbox"/> MALDI-TOF			
Pathogenicity: <input type="checkbox"/> Pathogen <input type="checkbox"/> Pathogenicity uncertain ( <input type="checkbox"/> PU criteria met)			
<b>AST Report</b>			
AST Method: <input type="checkbox"/> VITEK <input type="checkbox"/> Disk diffusion <input type="checkbox"/> E test <input type="checkbox"/> Others			
VITEK AST Panel used: <input type="checkbox"/> N405 <input type="checkbox"/> N406 <input type="checkbox"/> P628 <input type="checkbox"/> ST03			
CLSI breakpoint group to be applied: <u>E.g. Enterobacterales</u>			
MIC value: _____ µg/mL	Zone diameter: _____ mm	Interpretation: <input type="checkbox"/> S <input type="checkbox"/> I/I <sup>h</sup> /SDD <input type="checkbox"/> R/NS	

Data Collection form for V-AMR Study (e-CRF)

Note: Patient's hospital ID need to be de-identified in a multifacility antibiogram

[Source: JIPMER I Bhar Clinical Microbiology Reporting (CMR) software]



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VAMR-03	Regional Cancer Centre, Thiruvananthapuram	Kerala
VAMR-04	Nizam's Institute of Medical Sciences, Hyderabad	Telangana
VAMR-05	JSS Medical College, Mysore	Karnataka
VAMR-06	The Madras Medical Mission, Chennai	Tamil Nadu
VAMR-07	Apollo Speciality Hospitals, Vanagaram branch, Chennai	Tamil Nadu
VAMR-08	Apollo Hospitals, Bhubaneswar	Odisha
VAMR-09	All India Institute of Medical Sciences, Bhubaneswar	Odisha
VAMR-11	Renaimedicity hospital, Kochi	Kerala
VAMR-12	Baby Memorial Hospital, Kozhikode	Kerala
VAMR-14	Peerless hospitex hospital and research centre, Kolkata	West Bengal
VAMR-15	Breach Candy Hospital Trust, Mumbai	Maharashtra
VAMR-16	Believers Church Medical College Hospital, Thiruvalla	Kerala
VAMR-17	Holy Spirit Hospital, Mumbai	Maharashtra
VAMR-18	Belle Vue Clinic, Kolkata	West Bengal
VAMR-19	Mahatma Gandhi University of Medical Sciences & Technology, Jaipur	Rajasthan
VAMR-23	Jai Prakash Hospital and Research Centre, Rourkela	Odisha
VAMR-24	SRM Medical College Hospital and Research Centre, SRM Institute of Science and Technology, Chennai	Tamil Nadu
VAMR-26	Neuberg Ehrlich Clinical Laboratory, Royapettah, Chennai	Tamil Nadu
VAMR-28	Sri Jayadeva Institute of Cardiovascular Sciences and Research, Bangalore	Karnataka
VAMR-29	Panimalar Medical College Hospital and Research Institute, Chennai	Tamil Nadu
VAMR-30	S. Nijalingappa Medical College and Hanagal Shri Kumareshwar Hospital & RC, Bagalkot	Karnataka
VAMR-31	Kalinga Institute of Medical Sciences (KIMS), KIIT University, Bhubaneswar	Odisha
VAMR-32	Balco Medical Centre, Raipur	Chhattisgarh
VAMR-34	Postgraduate institute of child health, Noida	Uttar Pradesh
VAMR-36	Ispat General Hospital, Rourkela	Odisha

VAMR-39	Jawaharlal Nehru medical college & hospital, AMU, Aligarh	Uttar Pradesh
VAMR-41	All India Institute of Medical Sciences, Raipur	Chhattisgarh
VAMR-43	Kokilaben Dhirubhai Ambani, Navi Mumbai	Maharashtra
VAMR-45	ESIC Medical College and hospital, Hyderabad	Telangana
VAMR-46	Neuberg Ehrlich Clinical Laboratory, Kauvery Hospital, Chennai	Tamil Nadu
VAMR-47	MGM Medical College, Aurangabad	Maharashtra
VAMR-49	Apollo hospital, Jubilee hills, Hyderabad	Telangana
VAMR-51	National Institute of Mental Health and Neuro Sciences (NIMHANS), Bengaluru	Karnataka
VAMR-52	Travancore Medical College, Kollam	Kerala
VAMR-53	Krishna Institute of Medical Sciences, Kondapur, Hyderabad	Telangana
VAMR-54	Dr. D Y Patil Medical College Hospital and Research Center, Pimpri, Pune	Maharashtra
VAMR-56	AMRI Hospital, Salt lake, Kolkata	West Bengal
VAMR-58	MGM Healthcare, Chennai	Tamil Nadu
VAMR-60	All India Institute of Medical Sciences, Rishikesh	Uttarakhand
VAMR-61	K. J. Somaiya Medical College, Hospital and Research Center Mumbai	Maharashtra
VAMR-62	Apollo Hospital, Bilaspur	Chhattisgarh
VAMR-63	Apollo Hospital, Bannerghatta Road, Bangalore	Karnataka
VAMR-65	Velammal Medical College Hospital and Research Institute, Madurai	Tamil Nadu
VAMR-66	MVR Cancer Centre and Research Institute, Kozhikode	Kerala
VAMR-67	A.J. Hospital & Research Centre, Mangalore	Karnataka
VAMR-70	IQRAA International Hospital Research Centre , Calicut	Kerala
VAMR-71	Neuberg Ehrlich Clinical Laboratory, Kauvery Hospital, Salem	Tamil Nadu
VAMR-73	Kamineni Academy of Medical Sciences and Research Centre, Hyderabad	Telangana
VAMR-74	Chettinad Hospital and Research Institute, Chettinad Academy of Research and Education	Tamil Nadu
VAMR-75	Vydehi institute of medical sciences and research center, Bangalore	Karnataka
VAMR-76	Saveetha Medical College and Hospital, Chennai	Tamil Nadu
VAMR-77	Lakeshore Hospital and Research centre LTD, Kochi	Kerala
VAMR-78	Maharaja Agrasen Medical College Agroha Hisar	Haryana
VAMR-79	Neuberg Ehrlich Clinical Laboratory, Kauvery Hospital, Trichy	Tamil Nadu



VAMR-82	ESIC Superspeciality Hospital Hyderabad	Telangana
VAMR-83	Maharishi Markandeshwar Institute of Medical sciences and research, MMDU, Mullana, Ambala	Haryana
VAMR-87	Bangalore Medical College and Research Institute, Bangalore	Karnataka
VAMR-88	SCB Medical College, Cuttack	Odisha
VAMR-89	Basavatarakam Indo American Cancer Hospital, Hyderabad	Telangana
VAMR-90	Jubilee Mission Medical College & RI, Thrissur	Kerala
VAMR-93	SPARSH Super Speciality Hospital, Bangalore	Karnataka
VAMR-94	KMCH institute of Health Sciences & Research, Coimbatore	Tamil Nadu
VAMR-97	Sree Gokulam Medical College and Research Foundation , Trivandrum	Kerala
VAMR-100	Sir H N Reliance Foundation Hospital	Maharashtra
VAMR-102	St. Johns Medical College and Hospital, Bangalore	Karnataka
VAMR-103	Pondicherry Institute of Medical Sciences	Puducherry
VAMR-104	All India Institute of Medical Sciences (AIIMS), Bhatinda	Punjab
VAMR-105	All India Institute of Medical Sciences (AIIMS), Mangalagiri	Andhra Pradesh
VAMR-106	VELS Medical College, Chennai	Tamil Nadu
VAMR-108	All India Institute of Medical Sciences (AIIMS), Nagpur	Maharashtra
VAMR-110	All India Institute of Medical Sciences (AIIMS), Patna	Bihar



महाराष्ट्र शासन

उपसंचालक, आरोग्य सेवा परिमंडळ, औरंगाबाद

पहिला मजला आरोग्य संकुल महावीर चौक बाबा पेट्रोल पंपासमोर

औरंगाबाद ४३१ ००१

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दिनांक २२/०६/२०२२

जा.क्र.संआसे/औबाद/आस्था/कक्ष-३/१६/आंतर वा.प.आदे३/

/२०२२

प्रति,

30 JUN 2022

अधिष्ठाता,

एम जी एम वैद्यकीय महाविद्यालय,

औरंगाबाद

विषय - तात्पुरत्या घट्टीवर महात्मा गांधी मिशन वैद्यकीय महाविद्यालय, औरंगाबाद येथील एम.बी.बी.एस. उत्तीर्ण झालेल्या विद्यार्थ्यांना आंतरवासियता प्रशिक्षणासाठी परवानगी देणे बाबत.

संदर्भ :- 1. आपले पत्र क्र. MGM/MCA/No.485/2022 दि.31/03/2022

2. शासननिर्णय क्रमांक एमईडी-1601/प्र.क्र.382/01/शिक्षण-2 दि.08/01/2003

3. शासननिर्णय क्रमांक एमईडी-1601/प्र.क्र.382/01/शिक्षण-2 दि.15/02/2003

4. महाराष्ट्र वैद्यकीय परिषद प्रबंधक यांचे पत्र क्र.मवैप/आंतरवासिता/2019/03316 दि.06/08/2019

5. मा. संचालक, वैद्यकीय शिक्षण व संशोधन, मुंबई यांचे पत्र क्र.संवैशिवसं/परदेश/एमबीबीएस /आंतरवासिता/2 अ दि.01/01/2022 व दि.14/01/2020

6. मा. संचालक, आरोग्य सेवा आयुक्तालय, मुंबई यांचे पत्र क्र.संआसे/मवैआसे/2अ/टे-7/आंतरवासिता नि.बाबत/ जा.क्र.828-835/20 दि.28/07/2020

उपरोक्त संदर्भीय विषयाच्या अनुषंगाने संदर्भ क्रं १ च्या पत्रान्वये आपण या कार्यालयाकडे आपल्या एम.जी.एम. वैद्यकीय महाविद्यालयातून एम.बी.बी.एस. उत्तीर्ण झालेल्या विद्यार्थ्यांना आंतरवासियता प्रशिक्षणासाठी जिल्हा सामान्य रुग्णालय, औरंगाबाद व ग्रामीण रुग्णालय, खुल्ताबाद, ग्रा.रू. बिडकीन, ग्रा.रू. फुलंब्री या ठिकाणी परवानगी देणे बाबत विनंती अर्ज सादर केलेला आहे.

त्या अनुषंगाने आपल्या महाविद्यालयातील एम.बी.बी.एस. उत्तीर्ण विद्यार्थ्यांना केवळ तात्पुरत्या स्वरूपात नियमाप्रमाणे अनुज्ञेय शासकीय शुल्क भरणा भरून आंतरवासियता प्रशिक्षणासाठी जिल्हा सामान्य रुग्णालय, औरंगाबाद तसेच ग्रामीण रुग्णालय, खुल्ताबाद, ग्रा.रू. बिडकीन, ग्रा.रू. फुलंब्री या ठिकाणी तात्पुरत्या स्वरूपात परवानगी देण्यात येत आहे.

(डॉ. सुनिता गोल्हाईत) 20/6/22

उपसंचालक

आरोग्य सेवा, औरंगाबाद

प्रत :- मा. संचालक, आरोग्य सेवा आयुक्तालय मुंबई यांना माहितीस्तव सविनय सादर

प्रत :- जिल्हा शल्यचिकित्सक, जिल्हा रुग्णालय औरंगाबाद यांना माहितीस्तव.

प्रत :- वैद्यकीय अधीक्षक, ग्रामीण रुग्णालय - खुल्ताबाद/बिडकीन/फुलंब्री जि. औरंगाबाद यांना माहितीस्तव



जाक्र/जिपओ/आरोग्य/आस्था-१/३०४/१५  
कार्यालय, जिल्हा परिषद-औरंगाबाद  
दिनांक : ०२/०२/२०१५

प्रति,

अधिष्ठाता,  
महात्मा गांधी वैद्यकिय महाविद्यालय,  
औरंगाबाद

विषय : तात्पुरत्या धर्तीवर महात्मा गांधी मिशन वैद्यकिय महाविद्यालय, औरंगाबाद यांना काम करण्यासाठी परवानगी मिळणे बाबत.

- संदर्भ :
१. मा.उपसंचालक, आरोग्य सेवा औरंगाबाद यांचे पत्रक्र.उसंआसे/४३८६५-६६/१५ दि.०८/११/१९९५
  २. मा.उपसंचालक, आरोग्य सेवा औरंगाबाद यांचे पत्रक्र.उसंआसे/१९६०२-६/०८ दि.१४/०८/२००८
  ३. आपले पत्र क्र.मगामी/एमसीए/क्र.४३८/१४ दि.२९/०९/२०१५

उपरोक्त संदर्भीय विषयाच्या अनुषंगाने आपले पत्र संदर्भ क्र.३ दिनांक २९/०९/२०१४ नुसार मा. उपसंचालक, आरोग्य सेवा-औरंगाबाद यांनी तांत्रिक मार्गदर्शन दिल्यानुसार आपणांस ग्रामिण आरोग्य प्रशिक्षणासाठी प्राथमिक आरोग्य केंद्र वेरुळ, ता.खुलताबाद, प्रा.आ.केंद्र वरुडकाजी, दौलताबाद, ता.औरंगाबाद येथील जागा/कर्मचारी काही अटिवर वापरण्यास परवानगी देण्यात येत आहे.

तरी, सदरील परवानगी ही तात्पुरत्या स्वरूपाची आहे याची कृपया नोंद घ्यावी.

जिल्हा आरोग्य अधिकारी  
जिल्हा परिषद-औरंगाबाद

प्रतिलिपी :

१. डॉ. दिपक तायडे, प्रभारी-आरएचटीसी, एलोरा, एमजीएम वैद्यकिय महा.औरंगाबा यांना माहिती व कार्यवाहीस्तव.
२. तालुका आरोग्य अधिकारी, ता.खुलताबाद, ता.औरंगाबाद यांना माहिती व योग्य कार्यवाहीस्तव.
३. वैद्यकिय अधिकारी, प्रा आ केंद्र वेरुळ, वरुडकाजी, दौलताबाद यांना देवून सुचित करण्यात येते की, महात्मा गांधी मिशन वैद्यकिय महाविद्यालय औरंगाबाद यांना विषयात नमुद केलेल्या द्वाबींच्या संदर्भात कर्मचाऱ्यांच्या सेवा आवश्यकतेनुसार उपलब्ध करून द्याव्यात.

Received

६/१५/१५

06/02/2015

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(2)

Ms. Maharis  
06/02/15

Kunde  
2015

जिल्हा आरोग्य अधिकारी  
जिल्हा परिषद-औरंगाबाद





Dept. of Community Medicine

INWARD NO. 65/116/2024

MGM Aurangabad <mgmca@themgmgroup.com>

Allotment of Internship to Foreign Medical Graduates Students

1 message

MMC FMGE <mmdfmgervices@gmail.com>

TO DEAN MGMMC Aurangabad <mgmca@themgmgroup.com>

Fri, May 31, 2024 at 5:57 PM

Respected Sir/Madam,

Please find attached herewith the letter regarding allotment of Internship to Foreign Medical Graduates Students

Thanks and regards

Registrar  
Maharashtra Medical Council, Mumbai

Mahatma Gandhi Missions Medical College, Aurangabad.pdf  
250K

- I/c Internship

- Academics

GC  
01/6

Do not have } for  
Dr. Subata } H 1

Dr. Subata

Tejve J. M. (H)



## Maharashtra Medical Council, Mumbai

189-ANAND COMPLEX FIRST FLOOR SANE GURUJI MARG, ARTHUR ROAD NAKA,  
CHINCHPOKLI(W), MUMBAI-400011

Web site :- [www.maharashtramedicalcouncil.in](http://www.maharashtramedicalcouncil.in)

No.MMC/PMG/Allotment Internship/2024

Date:31/05/2024

To  
Dean/Director/Deputy Director/Civil Surgeon  
Mahatma Gandhi Missions Medical College, Aurangabad

**Sub:** Regarding Allotment of Internship to Foreign Medical Graduates.

**Ref :** i) NMC Letter No : U.15024/17/2022- UGMEB/026187 DATED 14/07/2022  
ii) NMC Notification Dated 28.07.2022  
iii) NMC Circular Dated 09.05.2023

Sir / Madam,

With respect to above stated subject, the following students has allowed to do Compulsory Rotating Internship Training (CRMI) in your College/Instiue/hospital are as follows.

Sr. No.	Appl. No	Merit NO	Marks	Name	Remark
1	20240023876	1	222	VAIBHAV HARIDAS KAKADE	✓ 8408855673
2	20240022986	39	200	SHOEB SANJU PATEL	✓ 8329092240
3	20240021946	286	171	ALFEEYA ISTYAK DESHMUKH	✓ 7410530250
4	20240023555	302	169	RAHUL DHONDIBA RANMALE	✓ 7028456889
5	20240023781	491	161	ABHAY DNYANESHWAR BHOSLE	✓ 9011851778
6	20240022629	495	160	RAMESHWAR GOVARDHAN JADHAV	✓ 7448135056
7	20240023071	518	159	AFREEN SHAIKH MUNAF SHAIKH	✓ 7756062344
8	20240022820	529	159	ABHIJIT APPASANBI THIRGADE	✓ 8007297601
9	20240022213	557	158	YOUNESHWARI ZIYAT PATEL	✓ 7276118350

⑩ saurabh vinayak Bhatkar

⑪ Vijyant Shankarao patil

Total 11 ✓ FMC-



MAHATMA GANDHI MISSION'S  
MEDICAL COLLEGE AND HOSPITAL,  
Chh. Sambhajinagar (Aurangabad)  
DEPARTMENT OF COMMUNITY MEDICINE

Date: 28/03/2022

To  
The Principal  
School of Yoga Sciences  
MGM Medical College and Hospital,  
Chh. Sambhajinagar (Aurangabad)

Subject: Posting of interns as per new gazette.

Ref No.: 580 NEW DELHI, THURSDAY, NOVEMBER 18, 2021/KARTIKA27, 1943

Respected Sir,

With reference to the above mentioned subject and in view of changes made by NMC (National Medical Commission), the interns will be posted for 7 days at School of Yoga Sciences. These changes will be applicable from March 2022 till further notice. Kindly allow the interns to do the posting in your department.

Thanking You,

  
**Internship Incharge**  
**MGM MCH A' bad**

  
**HOD**  
**Dept. of Community Medicine**  
**MGM MCH A' bad**

  
**Dean**  
**MGM MCH A' bad**





**Copy To:**  
The Dean  
The Deputy Dean  
The Medical Superintendent  
The Principal, School of Yoga Sciences



**MAHILA AROGYA SASHAKTIKARAN  
& SANVARDHAN  
(MASS)**

**MEMORANDUM OF UNDERSTANDING**

*In associations with*

\* Health Department,  
Zilla Parishad, Aurangabad \*

*with*

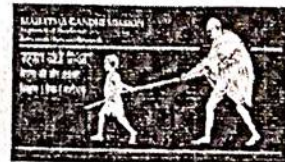
\* Mahatma Gandhi Mission,  
Medical college and Hospital, Aurangabad \*

*with*

\* GeBBS Foundation, India \*



**GeBBS**  
HEALTHCARE SOLUTIONS



# महिला आरोग्य सशक्तीकरण आणि संवर्धन

## “Mahila Arogya Sashaktikaran & Sanvardhan” (MASS)

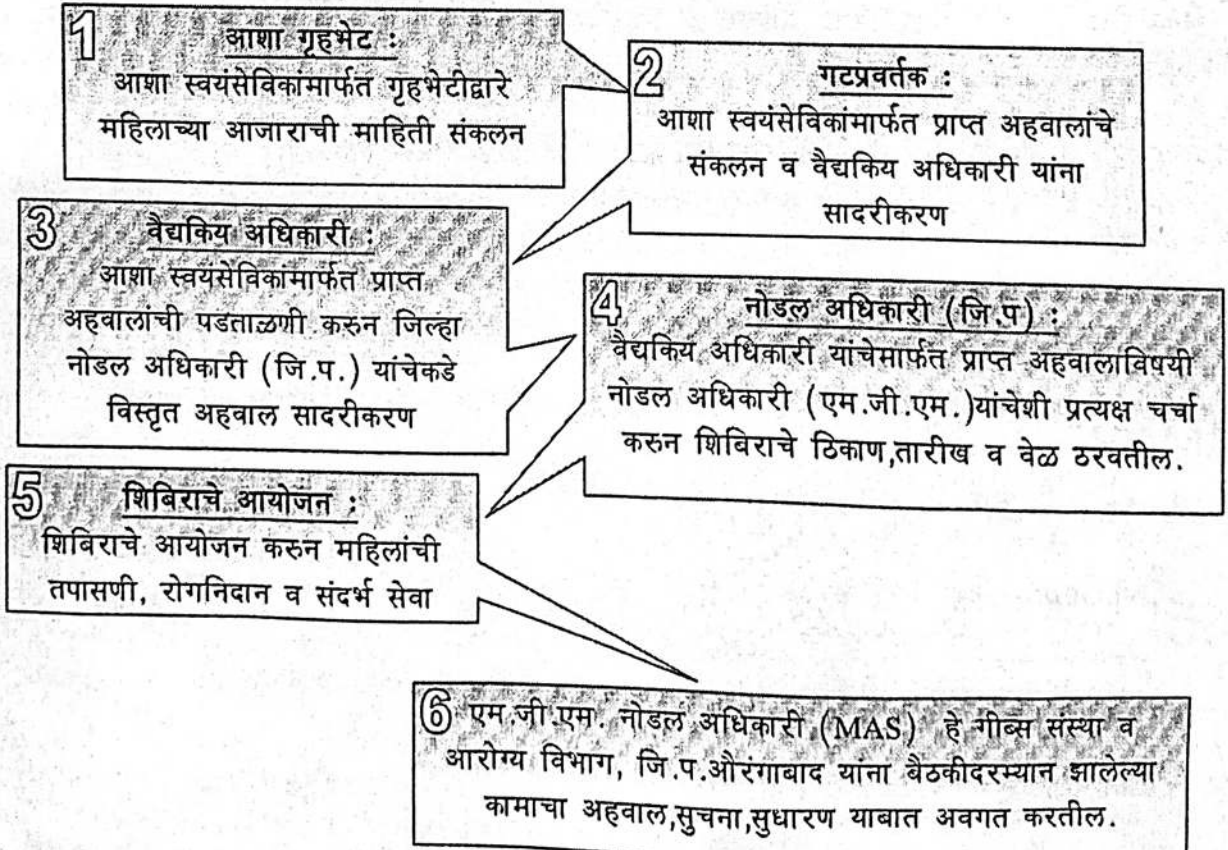
महिला आरोग्य संवर्धन कार्यक्रम राबविण्यासाठी खालीलप्रमाणे समिती स्थापन गठीत करण्याचे अनुषंगाने प्रस्ताव :

१.	मा.मुख्य कार्यकारी अधिकारी	-	समिती अध्यक्ष
२.	एम.जी.एम. संस्था प्रतिनिधी	-	समिती सदस्य
३.	G.E.B.B.S. Foundation, India प्रतिनिधी	-	समिती सदस्य
४.	नोडल अधिकारी (एम.जी.एम.) (MAS)	-	समिती सदस्य
५.	नोडल अधिकारी,(साथरोग वैद्यकिय अधिकारी,आरोग्य विभाग,जि.प.)	-	समिती सदस्य
६.	जिल्हा आरोग्य अधिकारी	-	समिती सदस्य सचिव

महिला आरोग्य संवर्धन कार्यक्रमात अंतर्भूत बाबी :

- आशा स्वयंसेविकांद्वारे घरोघरी जावून महिलांचे सर्वेक्षण करणे - मानधन
- सर्वेक्षित महिलांची आरोग्य तपासणी करिता शिबिरांचे आयोजन
- आरोग्य तपासणी अंतर्गत महिलांच्या रोगनिदान चाचण्या
- पुढील उपचार(संदर्भ सेवा),तपासणी, पुनर्भेट तपासणीसाठी आरोग्य तपासणी कार्डचे वाटप
- संदर्भसेवेकरीता वाहन व्यवस्था
- मोफत तपासणी व औषधोपचार
- अहवाल संकलन,पृथक्करण व सादरीकरण (एम.जी.एम.,गीब्स,आरोग्य विभाग,जि.प.)
- आंतररुग्णांची निवास व भोजन व्यवस्था.

महिला आरोग्य संवर्धन कार्यप्रणाली :





## आरोग्य विभाग, जिल्हा परिषद, औरंगाबाद

जा.क्र./जिपऔ/आरोग्य/कावि/ /२०२३  
कार्यालय:-आरोग्य विभाग, जिल्हा परिषद, औरंगाबाद  
दिनांक :- ०९/०५/२०२३

### सामंजस्य करार

विषय :- औरंगाबाद जिल्ह्यातील ग्रामीण भागांमध्ये महिलांसाठी मोफत रोग निदान व उपचार कार्यक्रम दि. १० मे २०२३ ते ३१ मार्च २०२७ पर्यंत राबविणे

संदर्भ:- दिनांक ९ मे २०२३ रोजी GeBBS Foundation, India यांनी दिलेले पत्र

उपरोक्त नमूद विषयात अन्वये औरंगाबाद जिल्ह्यातील ग्रामीण भागातील महिलांसाठी मोफत आरोग्य तपासणी व रोग निदान कार्यक्रम दि. १० मे २०२३ ते ३१ मार्च २०२७ पर्यंत राबविण्यासाठी आरोग्य विभाग जिल्हा परिषद औरंगाबाद व महात्मा गांधी मिशन मेडिकल कॉलेज औरंगाबाद तसेच GeBBS Foundation, India यांच्या संयुक्त विद्यमाने सदर कार्यक्रमावर होण्यासाठी जिल्हा परिषद आरोग्य विभाग यांच्या वतीने परवानगी देण्यात येत आहे.


या उपक्रमाद्वारे ग्रामीण, दुर्गम, डोंगरी व दळणवळणाची साधने नसणाऱ्या गाव, उपकेंद्र किंवा प्राथमिक आरोग्य केंद्राच्या ठिकाणी महिलांची सर्वांगीण आरोग्य तपासणी व्हावी ज्यामध्ये VIA screening, Pap Smear, Colposcopy, Clinical Breast Examination, Oral cancer Examination तसेच इतर गंभीर आजारांची लक्षणे शोधून वेळीच रोगनिदान व उपचार व्हावे या हेतूने महिला आरोग्य सशक्तिकरण व संवर्धन Mahila Aarogya Sashaktikaran & Sanvardhan (MASS) कार्यक्रम राबविण्याचे ठरले आहे.

या नावीन्यपूर्ण उपक्रमामध्ये रोग निदान झालेल्या महिला रुग्णांना मोफत उपचाराची सुविधा एमजीएम वैद्यकीय महाविद्यालय, औरंगाबाद येथे GeBBS Foundation, India च्या मदतीने करण्यात येईल. हा समाजाभिमुख उपक्रम आरोग्य विभाग, जिल्हा परिषद, औरंगाबाद, एमजीएम वैद्यकीय महाविद्यालय, औरंगाबाद आणि GeBBS Foundation, India यांच्या संयुक्त सहभागाने राबविण्यात येणार आहे. यासाठी जिल्हा परिषद आरोग्य विभाग यांच्यावर कोणत्याही स्वरूपाचा आर्थिक बोजा पडणार नाही.

करिता वरील प्रमाणे सामंजस्य करार करण्यात येत आहे.

  
अध्यक्ष,  
GeBBS Foundation,  
India

  
अधिष्ठाता  
एमजीएम, वैद्यकीय  
महाविद्यालय औरंगाबाद

  
जिल्हा आरोग्य अधिकारी  
जिल्हा परिषद, औरंगाबाद

  
मुख्य कार्यकारी अधिकारी  
जिल्हा परिषद, औरंगाबाद





Estab. 1960

# Marathwada Shikshan Prasarak Mandal's DEOGIRI COLLEGE



Chhatrapati Sambhajnagar - 431 005, Maharashtra, India

NAAC Re-accredited 'A++' Grade  
ISO 21001:2018 Certified  
College with Potential for Excellence  
AAA 'A' Grade

Affiliated to: Dr. Babasaheb Ambedkar Marathwada University, Chhatrapati Sambhajnagar  
Centre No: Senior 001, Junior 101  
Jr. Index No: 56 01 001 U.DISE No: 27191109505  
Phone: 0240 2367333, 2367330  
Website: www.deogiri.college.org  
E-mail: principal@deogiri.college.org, deogiri@msprasadal.in

**PRINCIPAL**  
Prof. Ashok Tejankar  
M.Sc. B.Ed. Ph.D. T.S.S.

D.C. CSN/2024-2025/410

Date: 23<sup>rd</sup> July 2024

To  
The Dean,  
MGM Medical College and Hospital,  
Chh. Sambhaji Nagar 431003

Attention: In-charge of Genetics Lab, Department of Medical  
Biotechnology.

Subject: Requesting hands on training and on site Project guidance for our  
UG students (B.Sc. I, II and B.Sc. III Year) Department of Microbiology

Sir,

As per the new NEP curriculum, students of our Department of  
Microbiology need to undertake hands on training and on site Project guidance  
in the field of microbiology. In this regard I request you to guide the students  
(Tentative No.30-40) at your organization.

Kindly communicate your acceptance at the earliest for further procedures.

OLC

Jadhav  
Dr. Jadhav P.N.  
Head  
Microbiology Department  
DEOGIRI COLLEGE  
Chhatrapati Sambhajnagar

To Vce Chhatrapati  
approval.

Asstt. Approval. to provide  
1/2 Genetic Lab/mol. Lab

Principal  
Deogiri College,  
Chhatrapati Sambhajnagar

IQAC Co-ordinator  
MGM School of Medical Sciences  
Chhatrapati Sambhajnagar

PRINCIPAL  
MGM School of Medical Sciences  
Chh. Sambhajnagar, Nashik (Aurangabad)



**Maulana Azad College of Arts, Science & Commerce**  
Dr. Rafiq Zakaria Campus

Post Box No. 27, Dr. Rafiq Zakaria Marg, Rauza Bagh, Aurangabad - 431001 Maharashtra (India)  
Tel.: 0240-2381102, 2381668 | Web: http://www.maz.ac.in | Fax: 0240-2380433 | Email: mazprincipal@gmail.com

**MINORITY INSTITUTE**

NAAC Re Accredited Grade 'A' UGC's Status: "COLLEGE WITH POTENTIAL FOR EXCELLENCE"

Ref. No MAC: Ne7/2021-2025/38

Date: 24<sup>th</sup> May 2024

To,  
The Dean,  
MGM Medical College and Hospital,  
Aurangabad.

Attention: Department of Genetics and Pathology.

Subject: Requesting Field Project guidance for our students.

Sir,

As per the new NEP curriculum, the PG Part I students of our Department of Microbiology need to undertake field project of 120 hours. In this regard I request you to guide the following students at your organization.

List of students is as follows:

1. Shaikh Yusra Heeba Altaf Hussain
2. Siddiqui Bushra Naser
3. Parwaiz Nameera Mariyam Shakeel Khan
4. Syeda Kulsum Biyabani Syed Mazharuddin Biyabani
5. Safiya Firdous Mirza Baig
6. Shaikh Alfiya Areeb Shaikh Usman
7. Shaikh Mujeeb Kamal
8. Shaikh Huzaifa Saniya Abdul Hamid
9. Shaikh Rabiya Shaikh Sohel Ahmed

You are requested to please consider and do the needful.

Thanking you.

(Dr. Mazhar Ahmad Farooqui)

Principal  
Maulana Azad College of Arts,  
Science & Commerce,  
Rauza Bagh, Aurangabad.

Co-ordinator  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar

PRINCIPAL  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar (Aurangabad)



# Maulana Azad College of Arts, Science & Commerce

Dr. Rafiq Zakaria Campus

Post Box No. 27, Dr. Rafiq Zakaria Marg, Baura High, Chhatrapati Sambhajnagar - 41061 Maharashtra (India)  
Tel. 0240 248101, 248102 | Web: <http://www.mazac.ac.in> | Fax: 0240 248111 | Email: [maaz@iplogangar.com](mailto:maaz@iplogangar.com)

MINORITY INSTITUTE

NAAC Re-Accredited Grade 'A' UGC's Status: "COLLEGE WITH POTENTIAL FOR EXCELLENCE"

Ref. No. MAC: NG/2023/2024/1103

Date: 06<sup>th</sup> February 2024

To,  
**The Dean,**  
MGM Medical College and Hospital,  
Chhatrapati Sambhajnagar.

**Attention: Department of Genetics**

**Subject : Requesting Internship guidance for our students.**

Dear Sir,

As per the curriculum, the PG Part II students of our Department of Microbiology need to undertake Internship. In this regard I request you to guide the following students at your organization.

List of students is as follows:

1. Naqvi Syeda Ain-E-Zehra Syed Shabab Hussain
2. Ali Mohammed Ahamed Alsawraqi
3. Krushna Prakash Wagh
4. Yaser Nabeel Khan Pathan Mohsin Khan
5. Yadav Anjalikumari Dharmendra
6. Shaikh Shifa Naaz

You are requested to please consider and do the needful.

Thanking you.

*Permit*  
*[Signature]*

*[Signature]*  
(Dr. Mazahar Ahmad Farooqui)  
Principal

Maulana Azad College of Arts,  
Science & Commerce,  
Baura High, Chhatrapati Sambhajnagar.

*[Signature]*  
IQAC Co-ordinator

MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar

**PRINCIPAL**  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar





# Dr. Rafiq Zakaria Campus - I

Dr. Rafiq Zakaria Centre for Higher Learning & Advanced Research

Dr. Rafiq Zakaria Marg, Puzza Bagh, Aurangabad 431001  
Tele Fax No. (0240) 2381102; Email: drzklr@gmail.com

Ref: III/NG/2023/24/1427

Date: 06/02/2024

To,  
The Dean,  
MGM Medical College and Hospital,  
Aurangabad.

Attention: Department of Genetics

Subject : Requesting Internship guidance for our students.

Dear Sir,

As per the curriculum , the PG Part II students of our Department of Microbiology need to undertake Internship. In this regard I request you to guide following students at your organization.

List of students is as follows:

1. Khan Saniya
2. Mohammad Saqib
3. Shaikh Mahek
4. Shaikh Mohd Ubaidullah
5. Shaikh Noman
6. Sindhvi Bhatt
7. Syed Saniya
8. Shaikh Uzma
9. Shaikh Tabrez

You are requested to please consider and do the needful.

Thanking you.

*Permitting*  
*[Signature]*

Received Rs.  
15000/-

*[Signature]*  
Date 14/2

*[Signature]*  
I/c Director

*[Signature]*  
IQAC Co-ordinator  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajinagar

*[Signature]*  
**PRINCIPAL**  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajinagar Aurangabad



MGMUNIVERSITY

13<sup>th</sup> February 2024

Ref: MGMU/003/23-24/RO/IBT/433

To  
The Dean  
MGM Medical College & Hospital,  
Chhatrapati Sambhajnagar.

Subject: Regarding request to provide guidance for our M.Sc. Bioinformatics students of  
MGMU Institute of Biosciences and Technology

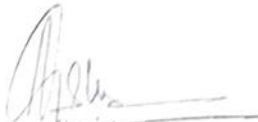
Respected Sir,


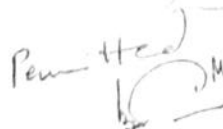
With reference to subject, we have a two-year M.Sc. Bioinformatics PG degree programme at Institute of Biosciences & Technology under the MGM University, Chh. Sambhajnagar. As per the new NEP-2020 curriculum, the P.G students need to undertake field project, our following M.Sc. Bioinformatics I year students would like to carry out their filed project at Department of Genetics & Pathology, MGM Medical College & Hospital, The names of the students are as below.

1. Ms. Sakshi Pandav
2. Ms. Chaitali Jadhav
3. Mr. Ajay Kakade
4. Ms. Vaibhavi Jain
5. Ms. Nikita Jadhav
6. Ms. Arpita Kharat

This will indeed be fruitful & will provide excellent guidance to shape up his future career. Ms. Swarupa Panchal will act as a coordinator for the above mentioned field project. So you are herewith requested to permit them to do the same and guide in this regards.

Thanking you with best regards.

  
Registrar  
MGM University  
Aurangabad

  
Pen Head  


  
Director  
Director  
MGMU-IBT, Chh. Sambhajnagar

MGM UNIVERSITY MGM CAMPUS N-6, CIDCO, AURANGABAD - 431 003 INDIA. Tel No (91)-240-6481000 Email - registrar@mgmuniversity.ac.in Website - www.mgm.ac.in  
Co-ordinator  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar

PRINCIPAL  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar  




MGM UNIVERSITY

14<sup>th</sup> February 2014

Ref. Number 3/23-24/RO/IBT/433

To  
The Dean  
MGM Medical College & Hospital,  
Chhatrapati Sambhajinagar

Subject: Regarding request to provide guidance for our B.Sc. (Hons) Bioinformatics students of MGMU Institute of Biosciences and Technology

Respected Sir,

With reference to subject, we have a four-year B.Sc. (Hons) Bioinformatics UG degree programme at Institute of Biosciences & Technology under the MGM University, Chh. Sambhajinagar. As per the curriculum, the UG students need to undertake internship for three months in last semester. our following B.Sc. (Hons) Bioinformatics IV year students would like to carry out their internship at Department of Genetics & Pathology, MGM Medical College & Hospital. The names of the students are as below,


1. Ms. Gauri Hiremath
2. Ms. Nandini Ghuge

This will indeed be fruitful & will provide excellent guidance to shape up his future career. Ms. Swarupa Panchal will act as a coordinator for the above mentioned Internship program. So you are herewith requested to permit them to do the same and guide in this regards.

Thanking you with best regards.

  
Registrar  
MGM University  
Aurangabad

  
Permitted  


  
Director  
**Director**  
MGMU-IBT, Chh. Sambhajinagar





MGMUNIVERSITY

15<sup>th</sup> February 2024

Ref:MGMU/003/23-24/RO/IBT/442

To  
The Dean  
MGM Medical College & Hospital,  
Chhatrapati Sambhajnagar.

Subject: Regarding request to provide guidance for our B.Sc. (Hons) Bioinformatics Student of MGMU Institute of Biosciences and Technology

Respected Sir,


With reference to subject, we have a four - year B.Sc. (Hons) Bioinformatics UG degree programme at Institute of Biosciences & Technology under the MGM University, Chhatrapati Sambhajnagar. As per the curriculum, the UG student need to undertake internship for three months in last semester, our following B.Sc. (Hons) Bioinformatics IV year student would like to carry out her internship at Department of Genetics & Pathology, MGM Medical Collage & Hospital, the name of the student is as below.

- 1. Ms. Shivani Navandar

This will indeed be fruitful & will provide excellent guidance to share up her future career. Ms. Swarupa Panchal will act as a Coordinator for the above-mentioned Internship program. So, you are herewith requested to permit her to do the same and guide in this regard.


Thanking you with best regards.

  
Registrar  
MGM University  
Sambhajnagar

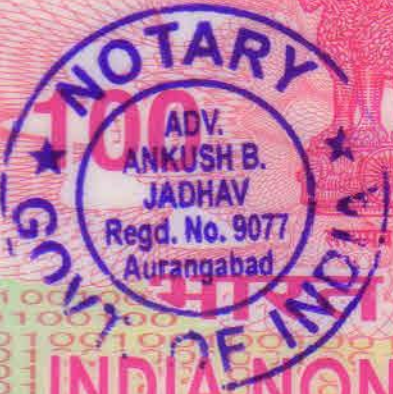
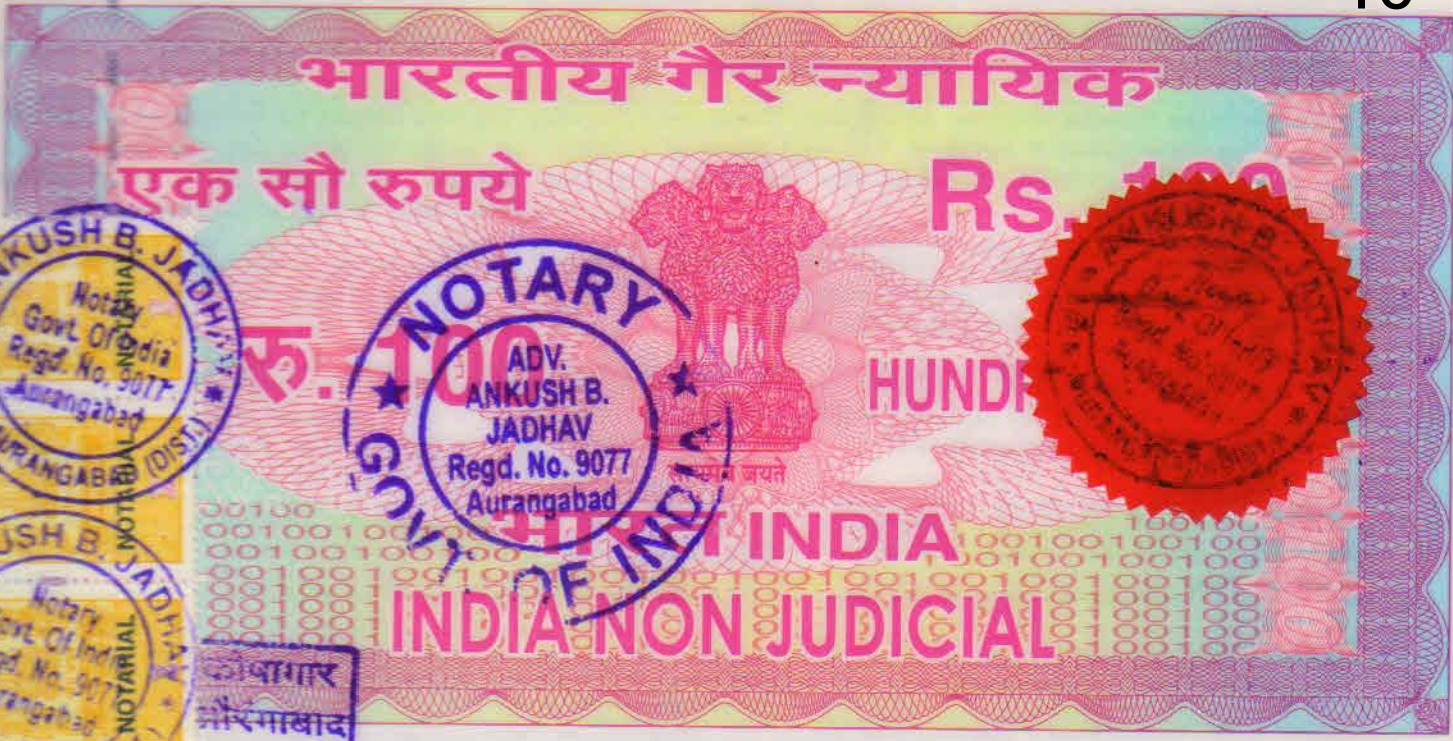
  
Permitted  
HOD Patho / slc jeevika lab  
for needful.  
17/2/24

  
Director  
MGMU-IBT, Chh. Sambhajnagar

  
PRINCIPAL  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar (Aurangabad)

  
Coordinator  
MGM School of Biomedical Sciences  
Chhatrapati Sambhajnagar





कोषागार  
 औरंगाबाद  
 MAHARASHTRA  
 2022  
 लिपीक  
 औरंगाबाद.

दिनांक 2021

ZZ 889375

प्रमोद म. कुलकर्णी  
 मुद्रांक विक्रेता  
 एन-६, सिडको, औरंगाबाद  
 Licence No. 3101056

22/08/2021  
 9810/2021  
 (मि. ए. म.)  
 प्रमोद म. कुलकर्णी

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.

BEFORE ME

PREPARED & DRAFTED

ANKUSH B. JADHAV



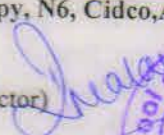
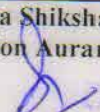
**Expectations:**

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 program.	Scheduling clinical posting program and managing patient care and safety during Physiotherapy treatment
Provide students of MGM school of Physiotherapy, N6, Cidco, 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:**

<b>Volume or Value of Referrals</b>
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.
<b>Confidentiality</b>
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.
<b>Termination</b>
This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party.
<b>Notices</b>
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.
<b>Dispute Resolution</b>
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.
<b>Relationship of the Parties</b>
The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, employee or representative of the other Party.
<b>Amendments</b>
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 Reg. No A- 16907
---	--

**IDENTIFIED & DRAFTED**  
By Mr.:

**BEFORE ME**

ADV. ANKUSH B. JADHAV  
Notary Govt. Of India  
Regd. No. 9877 Aurangabad

  
ANKUSH B. JADHAV  
Notary  
Govt. Of India  
Regd. No. 9877  
Aurangabad





महाराष्ट्र MAHARASHTRA

2020

XC 790110

एत.एत. जेने

सर्वे वृद्धि लक्षणे

दिंक परधाना क्र. 3101073

औरंगाबाद

प्र.क्र. 32157 दि. 19 JAN 2021 किमत/००

कोषाकरिता MBM School of Physiotherapy, Aurangabad

हस्ताक्षरिते Chandrakumar Dakhore

जिल्हा व.वागार  
अध्यालय औरंगाबाद

- 5 JAN 2021

मुद्रांक प्रमुख लिपीक  
व.को.अ. औरंगाबाद

### Memorandum of Understanding MOU Between:

M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and Primary Health Care Center, Warudkazi and associate sub-centres, As part of our patient-centered clinical postings program, M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad enters into this Memorandum of Understanding (MOU) with Primary Health Care Center, Warudkazi and associate sub-centres, to further our vision of optimizing health care delivery and the overall health and well being of patients as well as education and learning of clinical skills for Physiotherapy students. The purpose of this MOU is to define goals and expectations for the relationship between M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and District Health Office, Z.P. Aurangabad as it pertains to the care of patients who receive services from Physiotherapy students in M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad. This MOU will provide a framework for access to services, effective collaboration, and timely communication among both healthcare service providers and Physiotherapy students.

**Goals for M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and District Health Office, Z.P.**

#### Aurangabad:

- Provide optimal health care for patients, allowing access to Physiotherapy services. This includes care that is timely, high quality, and patient-centered.
- Improve collaboration, communication, coordination of services, and continuity of care by supporting efficient, real-time communication of patient information among those caring for the patient.
- Foster learning in Physiotherapy students by community centered health care delivery at rural and semi urban areas.
- Providing timely physical function and fitness screening at remote places for early prevention and rehabilitation services.



**Expectations:**

<b>District Health Office, Z.P. Aurangabad</b>	<b>M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad</b>
Inform Primary Health Care Center, Warudkazi and associate sub-centres of the relationship with M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad	Providing logistical support for transportation and required equipment's or necessary tools and materials to students for successful health care delivery in each respective health care center.
Allowing assistance and guidance to students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad from technical and medical or paramedical staff during internship	Scheduling Internship program and managing patient care and safety during Physiotherapy treatment
Provide students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad with any necessary medical information for the admission, including medications, chronic diagnosis, etc.	Review clinical information sent by the primary care provider (PCP).
Confer with students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad to provide list of specialists who have agreed to provide services patients if indicated.	At the discretion of the attending provider, contact PCP during the hospital admission to discuss any serious complications or change in status and collaborate on recommended plan to support the patient/family, as appropriate. Also, Inform patient of diagnosis and prognosis.

**Other terms:**

<b>Volume or Value of Referrals</b>
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.
<b>Confidentiality</b>
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 patients in accordance with all applicable state laws and regulations. The Parties (and their directors, officers, employees, agents and contractors) shall not use or disclose patient 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 patient information, other than as provided for under this MOU.
<b>Duration</b>
This MOU is signed for an initial period of 2021-2022 to 2022-2023 [2years] and may be renewed by mutual agreement between the parties
<b>Termination</b>
This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party.
<b>Notices</b>
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.
<b>Dispute Resolution</b>
If a dispute arises regarding this MOU, M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and District Health Office, Z.P. Aurangabad 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 patients.
<b>Relationship of the Parties</b>
The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, employee or representative of the other Party.
<b>Amendments</b>
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.

<b>M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad</b>	<b>District Health Office, Z.P. Aurangabad</b>
Signed: <u>[Signature]</u> <b>Principal</b>	Signed: <u>[Signature]</u>
Title: <b>MGM School of Physiotherapy Aurangabad</b>	Title: <b>District Health Officer</b>
Date: <u>05/02/21</u>	Date: <b>Zilla Parishad, Aurangabad.</b>





भारतीय गैर न्यायिक

सौ रुपये

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15 MAY 2019

म.क्र. 6704 12.3 MAY 2019 किंमत 100

एस.एस. खेत्रे  
स्टॅम्प टॅक्स्ट हायकोर्ट  
मुद्रांक परतना क्र. 31010  
औरंगाबाद

मुद्रांक प्रमुख लिपीक  
ब.को.अ. औरंगाबाद.

नेपाकरिता एम.जी.एस. स्कूल ऑफ फिजियोथेरेपी  
जो एम.को.अ. औरंगाबाद

Memorandum of Understanding

Between

MGM School of Physiotherapy, Aurangabad

And

Sports Authority of India, Aurangabad.

This Memorandum of understanding is dated on 09.10.2021 and made between,

1. MGM School of Physiotherapy, N-6, Cidco, Aurangabad.
2. Sports Authority of India, NCOE, Aurangabad

1. Objectives:-

1. MGM School of Physiotherapy & Sports Authority of India, NCOE, 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 & Sports Authority of India, NCOE, Aurangabad may initiate necessary arrangements.





3. MGM School of Physiotherapy graduates, post graduates will attend clinical training at Sports Authority of India, Aurangabad.

2 Principles:-

**MGM School of Physiotherapy & Sports Authority of India, Aurangabad**

agrees the following.

1. 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 & Sports Authority of India, NCOE, 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 emphasize upon common objectives & goals for promotion & development of sports activities & sports persons.
5. MGM School of Physiotherapy will render the services as per laid down policy of Sports Authority of India, NCOE, Aurangabad.

3 Renewal, Amendment & Termination:-

1. 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.
2. 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.

4 Settlement of Disputes:-

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
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

Sign:- [Signature]  
Principal  
MGM School of Physiotherapy  
By:- Dr. [Signature]

Position:- Principal

For:- MGM School of Physiotherapy, Albad

2. Sports Authority of India, Aurangabad.

Sign:- [Signature]  
निदेशक  
भारतीय खेल प्राधिकरण  
By:- V.P. Bhandarkar  
एन.सी.ओ.ई.

Position:- Director  
म.वि.वि.वि. परिसर  
अ.रा.म. वि.वि.वि. परिसर  
अ.रा.म. वि.वि.वि. परिसर  
अ.रा.म. वि.वि.वि. परिसर

For:- Sports Authority of India NCOE, Aurangabad

BEFORE ME  
Affidavit Sworn on O

09 OCT 2021  
NOTED & REGISTERED  
AT Sr.No. 3340/21  
THIS DOCUMENT CONTAIN

Bhimrao S. Mundhe  
Notary  
Govt. of India  
Reg.No. 4707

IDENTIFIED BY  
Shri Smt. Shivraj S. Khande  
29.10.2021  
[Signature]







दिनांक 2022

14AA 276830

प्रमोद म. कुलकर्णी

मुद्रांक विक्रेता

एन-६, सिडको, औरंगाबाद

Licence No. 3101056

*Prasad M. Kulkarni*  
दस्त

*Prasad M. Kulkarni*

*MGM School*

Memorandum of Understanding

Between

MGM School of Physiotherapy, Aurangabad

And

Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

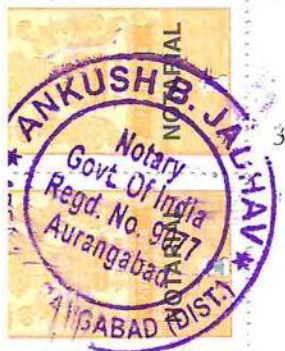
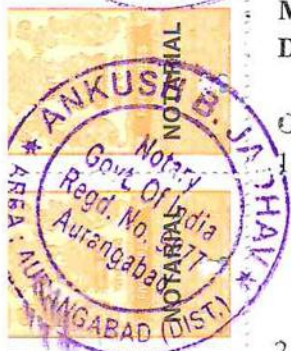
This Memorandum of understanding is dated on 26<sup>th</sup> September 2022 and made between,

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

Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

Objectives:-

1. MGM School of Physiotherapy & Dr. Babasaheb Ambedkar Marathwada 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.
2. This MOU sets out below the principles by which MGM School of Physiotherapy & Dr. Babasaheb Ambedkar Marathwada University, Aurangabad may initiate necessary arrangements.
3. MGM School of Physiotherapy graduates, post graduates will attend clinical training at Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.



BEFORE ME

*ANKUSH B. JADHAV*  
Notary Govt. of India  
Regd. No. 9077 Aurangabad



2 Principles:-

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

Agrees to the following.

1. 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 & 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 emphasize 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.

3 Renewal, Amendment & Termination:-

1. 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.
2. 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.

4 Settlement of Disputes:-

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
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

Sign:-

By:- Dr. Rinkle Adwani

Position:- Principal

For:- MGM, School of Physiotherapy, Albad

Principal

MGM School of Physiotherapy  
Aurangabad.

2. Dr. Babasaheb Ambedkar Marathwada University

Sign:-

By:- Dr. D.R. Kamble

Position:- Director of Sports

For:- Dr. B.A.M. University, Aurangabad

BEFORE ME

ADV. ANKUSH B. JADHAV  
Notary Govt. Of India  
Regd. No. 9077 Aurangabad









**Expectations:**

District Health Office, Z.P. Aurangabad	M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad
Inform Primary Health Care Center, Adul of the relationship with M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad	Providing logistical support for transportation and required equipment's or necessary tools and materials to students for successful health care delivery in each respective health care center.
Allowing assistance and guidance to students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad from technical and medical or paramedical staff during internship	Scheduling Internship program and managing patient care and safety during Physiotherapy treatment
Provide students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad with any necessary medical information for the admission, including medications, chronic diagnosis, etc.	Review clinical information sent by the primary care provider (PCP).
Confer with students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad to provide list of specialists who have agreed to provide services patients if indicated.	At the discretion of the attending provider, contact PCP during the hospital admission to discuss any serious complications or change in status and collaborate on recommended plan to support the patient/family, as appropriate. Also, Inform patient of diagnosis and prognosis.

**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 patients in accordance with all applicable state laws and regulations. The Parties (and their directors, officers, employees, agents and contractors) shall not use or disclose patient 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 patient 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.
Notices
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 District Health Office, Z.P. Aurangabad 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 patients.
Relationship of the Parties
The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, 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.

<b>M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad</b> Signed: <u>V. B.</u> Title: <u>Dr. Savath Babu</u> Date: <u>31/07/2018</u>	<b>District Health Office, Z.P. Aurangabad</b> Signed: <u>[Signature]</u> Title: <u>Dr. Ichalgankar V. B.</u> Date: <u>31/7/18</u>
--	---

BEFORE ME

V.L.  
Principal  
MGM School of Physiotherapy  
Aurangabad



[Signature]  
R.U. KALUSE PATIL  
NOTARY GOVT. OF MAHARASHTRA  
AURANGABAD  
MOB : 9422702279  
P. U. KALUSE PATIL  
ADVOCATE





महाराष्ट्र MAHARASHTRA

2022

33AA 492168

अ.क्र. कोणासाठी

MGM School of  
Physiotherapy

एस.डी.जोशी (चोबे)

शासकीय मुद्रांक र.नं.3101047

से.वन हिल्स कोलनी, प्लॉट नं. 60

जालना रोड, औरंगाबाद.

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दिनांक

28 JUL 2023

हस्त वैजनाथ डे. शिंदे  
कठिन र. फ.क.सा.क

रक्कम

100/-

MEMORANDUM OF UNDERSTANDING

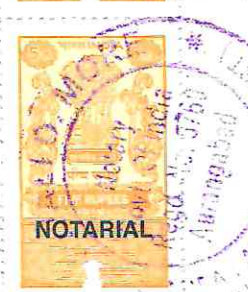
This Memorandum of Understanding ("MOU") is entered into this Day 31<sup>st</sup> July, 2023.

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: )

Name: PRERANA DALVI

Signature: *Pray*

*Alakananda Banerjee*  
31/7/23  
Signature \_\_\_\_\_  
INDIA

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: )

Name: PRERANA DALVI

Signature: *Pray*

*Rinkle Hotwani*  
Signature \_\_\_\_\_

*VSD*

IDENTIFIED & DRAFTED  
( Mr.:

SCHEDULE

Collaboration

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

NO. 10  
ANJALI D. MORE  
Regd. N  
Aurang

- 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.

1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

4. The fourth part of the document is a list of names and addresses of the members of the committee.

5. The fifth part of the document is a list of names and addresses of the members of the committee.

6. The sixth part of the document is a list of names and addresses of the members of the committee.

7. The seventh part of the document is a list of names and addresses of the members of the committee.

8. The eighth part of the document is a list of names and addresses of the members of the committee.

9. The ninth part of the document is a list of names and addresses of the members of the committee.

10. The tenth part of the document is a list of names and addresses of the members of the committee.

11. The eleventh part of the document is a list of names and addresses of the members of the committee.





भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

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© 2022 ©

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अ.क्र. कोणासाठी

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दिनांक

13 SEP 2023

रक्कम

100/-

MGM School of  
Physiotherapy A'bad

हस्तेवजनाथ डे.शिंदे

V.S.

ए.डी. जोशी (चोबे)

पुस्तक र.नं. 310104

सेवन हिल्स कॉलनी, फ्लॉट नं. 6

जालना रोड, औरंगाबाद.

Memorandum of UnderstandingBetweenMGM School of Physiotherapy, AurangabadAndAastha Foundation Aurangabad

This Memorandum of understanding is dated on \_\_\_\_\_ and made between,

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.

- 1 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.**
- 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 emphasize upon common objectives & goals for promotion & development of sports activities & sports persons.
- 5 As a service provider, MGM School of Physiotherapy will not accept any kind of honorarium/remuneration from **Aastha Foundation Aurangabad.**
- 6 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 Aastha foundation Aurangabad

3 **Renewal, Amendment & Termination:-**

- 1 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.
- 2 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.

4 **Settlement of Disputes:-**

- 1 Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
- 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:- [Signature]

Sign:- [Signature]

By:- Er. A.N. Kadam

By:- Dr. Narendra Vaidya

Position:- Secretary

Position:- President

For:- [Signature]

For:- [Signature]

Mahatma Gandhi Mission  
Nanded



IDENTIFIED & DRAFTED  
BY Mr.:

BEFORE ME

ADV. ANKUSH B. JADHAV  
Notary Govt. Of India  
Regd. No. 9077 Aurangabad





NOTARY  
GOVT. OF INDIA  
ADV. ANKUSH B. JADHAV  
Regd. No. 9077  
Aurangabad

ANKUSH B. JADHAV  
Notary  
Govt. Of India  
Regd. No. 9077  
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Aurangabad

MHARASHTRA

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अ.क्र. कोणासाठी MGM School of  
Physiotherapy A'bad

एस.डी.जोशी (चोबे)  
एन.डी.ए. मुंबई र.नं.3101047  
सेवन हिल्स कॉलनी, प्लॉट नं. 60  
जालना रोड, औरंगाबाद.

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13 SEP 2023  
रक्कम  
100/-

हस्ते वैजनाथ खे.शिंदे

Memorandum of Understanding  
Between

MGM School of Physiotherapy, Aurangabad

And

Snehsawali Care Center, Aurangabad.

Memorandum of understanding is dated on \_\_\_\_\_ and made between,

1. MGM School of Physiotherapy, N-6, Cidco, Aurangabad.
2. Snehsawali Care Center, Aurangabad.

1. Objectives:-

1. MGM School of Physiotherapy & Snehsawali Care Center, 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 & Snehsawali Care Center, Aurangabad. may initiate necessary arrangements.



3. MGM School of Physiotherapy graduates, post graduates will attend clinical training at Snehsawali Care Center, Aurangabad.

2 Principles:-

**MGM School of Physiotherapy & Snehsawali Care Center, Aurangabad.**

Agrees to the following.

- 1 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 & Snehsawali Care Center, 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 emphasize 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 Snehsawali Care Center, Aurangabad.

3 **Renewal, Amendment & Termination:-**

- 1 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.
- 2 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.

4 **Settlement of Disputes:-**

- 1 Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
- 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**

2. **Snehsawali Care Center, Aurangabad.**



Sign:- [Signature]  
Director

MGM School of Physiotherapy  
By:- Dr. Anurag Malani

Position:- Prof. & Principal

For:- MGM School of Physiotherapy

Sign:- [Signature]

Snehsawali Care Center  
By:- Dr. Balaji Asegaonkar  
President

Position:- President, Snehsawali Care Center

For:- Snehsawali Care Center

IDENTIFIED & DRAFTED

BEFORE ME

[Signature]  
ADV. ANKUSH B. JADHAV  
Notary Govt. Of India  
Reed. No. 9077 Aurangabad







जिल्हा न्यायालय महाराष्ट्र MAHARASHTRA

2023

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22 MAR 2024

दिनांक

किमत

क्र.सं.

प्रमोद म. कुलकर्णी

मुद्रांक विक्रेता

एन-६, सिडको उ.संभाजीनगर

परवाना नं. 3101056

मुद्रांक प्रमुख लिपीक

।को.अ. उत्रपती संभाजीनगर

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कोणाकरित

धनुस टाई VS MGM School of -

Memorandum of Understanding PHYSIOTHERAPY

Between

MGM School of Physiotherapy, Chh.Sambhajinagar

And

Marathwada Cancer Hospital and Research Institute (MCHRI),  
Chh.Sambhajinagar

This Memorandum of understanding is dated on 04/04/2024 and made between,

1. MGM School of Physiotherapy, N-6, Cidco, Chh.Sambhajinagar
2. Marathwada Cancer Hospital and Research Institute (MCHRI), Chh.Sambhajinagar

1. Objectives:-

1. MGM School of Physiotherapy & Marathwada Cancer Hospital and Research Institute (MCHRI) wish to build and outgrow a mutual understanding for general purpose of promoting teaching, clinical 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 & Marathwada Cancer Hospital and Research Institute (MCHRI) may initiate necessary arrangements.



3. MGM School of Physiotherapy graduates, Interns & post graduates will attend clinical training at **Marathwada Cancer Hospital and Research Institute (MCHRI), Chh.Sambhajinagar**

## 2 Principles:-

### MGM School of Physiotherapy & Marathwada Cancer Hospital and Research Institute (MCHRI)

Agrees to the following.

1. To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, providing in patient physiotherapy services.
2. To explore research opportunities that may develop from the alignment of **MGM School of Physiotherapy & Marathwada Cancer Hospital and Research Institute (MCHRI)**
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 emphasize upon common objectives & goals for promotion & development of physiotherapy services to cancer patients.

## 3 Renewal, Amendment & Termination:-

1. 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.
2. 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.

## 4 Settlement of Disputes:-

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
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

Sign:- [Signature]  
By:- Dr. Rinkle Malani  
Position:- Director  
For:- MGM SOP

### 2. Marathwada Cancer Hospital and Research Institute (MCHRI)

Sign:- [Signature]  
By:- A. Tushar Mule  
Position:- Director  
For:- MCHRI

IDENTIFIED & DRAFTED BY Mr.:

**BEFORE ME**  
[Signature]  
10/4/24  
**ADV. ANJALI D. MORE**  
Notary Govt. Of India  
No. 5760 Aurangabad

**Dr. Tushar Rajendra Mule**  
D.M. (Medical Oncology)  
Consultant Medical Oncologist and  
Hemat-Oncologist  
Reg No.2010/05/1678 Mob.9820493558





**MGM INSTITUTE OF HEALTH SCIENCES**  
(Deemed to be University u/s 3 of UGC Act, 1956)  
Grade 'A++' Accredited by NAAC



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**University of Limerick (Limerick, Ireland)**

**AND**

**MGM Institute of Health Sciences, Navi Mumbai (Maharashtra, India)**

The purpose of this Memorandum of Understanding (MOU) between the University of Limerick, hereafter referred to as UL, and MGM Institute of Health Sciences, Navi Mumbai hereafter referred to as MGMIHS, is to facilitate the collaboration between the institutions and to articulate the intention to develop specific models of cooperation between the institutions.

In order to promote cooperation, UL and MGMIHS agree to explore the possibility of developing collaborations which are mutually beneficial to staff and students at both institutions.

This may include:

- Research collaboration in areas of mutual interest
- Cooperation on international seminars, workshops, summer/winter schools
- Development of articulation and progression agreements
- Faculty and student exchange
- Identification and development of key areas of common interest as stand-alone projects

The MOU shall remain in force for three years and may be extended by mutual consent of the two parties. The MOU confirms the intent of both parties to work towards establishing specific Memorandums of Agreement.

Each party shall be responsible for meeting the travel, subsistence and accommodation costs of its own faculty and staff involved in visits associated with this MOU.

Both parties agree to comply with the requirements of the General Data Protection Regulation (EU) (GDPR) 2016/679 and to reasonably assist each other with ensuring compliance.

The MOU is intended by the parties to be non-binding.



Any issue that arise shall be resolved through mutual agreement, and each party covenants that it will make good faith efforts to reach such agreement.

The MOU shall be written in English and shall come into force when signed by the Vice President of UL and Vice Chancellor of MGMIHS.


**SIGNED:**



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**Prof. Nigel Healey**  
VP, Global and Community Engagement  
University of Limerick  
Limerick, Ireland

Date: 19th June 2024



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**Dr. Shashank D. Dalvi**  
Vice Chancellor  
MGM Institute of Health Sciences,  
Navi Mumbai (Deemed to be University)

Date: 26th June 2024