MEMORANDUM OF UNDERSTANDING (MOU)

Between

School Of Physiotherapy and Rehabilitation Sciences

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

And

CK BIRLA HOSPITAL

Department of Physiotherapy

CK Birla Hospital

Sector 51, Gurugram, Haryana (122018)

MEMORANDUM OF UNDERSTANDING

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana-122103

DR. SAED VARIS
HOD, Physiotherapist
BPT. MPT, MIAP | Regd. No.-L46870
CK BIRLA HOSPITAL
J BLOCK, Mayfield Garden,
Sec-51, Gurgaon, Haryana-122018

This Memorandum of Understanding ("MOU") is executed on the 25th day of July, 2023.

BETWEEN

'School of Physiotherapy and Rehabilitation Sciences, K.R. Mangalam University' (hereinafter referred to as **the University**), a University established under the 'Haryana Private Universities Act 2006 amended 08 of 2013 having right of conferring or granting degrees, specified by the University Grants Commission under section 2(f) of UGC Act, 1956, with its campus located at Sohna Road, Gurugram (Haryana)- 122103, represented through its Registrar, **Gp. Capt. P. Mahajan** duly authorized to enter into and sign contracts on behalf of the School of Physiotherapy and Rehabilitation Sciences, K.R. Mangalam University of the **ONE PART**.

AND

'Department of Physiotherapy, CK Birla Hospital' located at Nirvana Central Rd, Block J, Mayfield Garden, Sector 51, Gurugram, Haryana 122018, a 100 bedded Multispecialty Hospital through HOD, Department of Physiotherapy presently Dr. Saed Varis, duly authorized to sign an MOU on behalf of Department of Physiotherapy, CK Birla Hospital, of the **SECOND PART**.

The expression K.R. Mangalam University and Department of Physiotherapy, CK Birla Hospital shall mean and include the Institutions/Organizations, their successors, appointees, assignees etc.

The K.R. Mangalam University & Department of Physiotherapy, CK Birla Hospital, wherever the context requires, be individually referred to as the PARTY and collectively referred to as the PARTIES.

Whereas the University offers in its curriculum the courses in the field of Physiotherapy and Rehabilitation Sciences for which Department of Physiotherapy, CK Birla Hospital is willing to provide hands -on practical training to the students.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. SCOPE

a. The University agrees to offer to the students the Bachelor of Physiotherapy (hereinafter referred to as the "Identified Courses"), which on taking stock of the requirement, availability of infrastructure with the University and facilities for

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Saed Varis

practical training at Department of Physiotherapy, CK Birla Hospital, may be amended / modified as may be mutually agreed between the parties hereto,

b. The University may, at its discretion and on mutually agreed terms, seek support from Department of Physiotherapy, CK Birla Hospital for research projects/consultancy/patents, symposia, conferences, seminars, trainings, joint health camps & scholarly meetings aimed at enhancing practical skills, and knowledge of the students and the faculty.

c. Parties hereto agree that the academic responsibility for the Identified Courses will solely be that of the University and Department of Physiotherapy, CK Birla Hospital will be responsible for practical exposure of the students.

d. The University shall sign the exclusive MoU for clinical training for BPT students with Department of Physiotherapy, CK Birla Hospital as per Haryana State Council of Physiotherapy norms.

2. ROLE AND RESPONSIBILITIES

2.1 Role of the University

i. The University shall be responsible for arranging the resources and infrastructure at its premises required for delivery of Identified Courses. The responsibility for arranging the resources and infrastructure at the premises of Department of Physiotherapy, CK Birla Hospital' shall rest with Department of Physiotherapy, CK Birla Hospital.

ii. The University shall develop the curriculum for the identified Courses.

iii. The University shall, in the manner prescribed by regulatory authority(s), admit students possessing requisite qualifications for admission to the identified course).

iv. The University shall recruit required faculty for the Identified Courses to conduct theory & practical classes at its campus.

v. The University shall be responsible for conducting examination and awarding degrees to the students. Department of Physiotherapy, CK Birla Hospital will issue a certificate of exposure to the students successfully completing the training.

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vi. The University shall arrange to & fro transport facility for students from The University campus to Department of Physiotherapy, CK Birla Hospital as per University rules.

vii. The University shall obtain necessary approvals and licenses as may be required for starting the identified Courses and performing such other activities as may be required for the purpose of successful completion of the identified Courses. Department of Physiotherapy, CK Birla Hospital , in this behalf, shall not be held responsible for non-compliance of the requirement of law or consequences thereof;

viii. The University, as per the University norms, shall reimburse to CK Birla Hospital the cost and expenses, incurred by Department of Physiotherapy, CK Birla Hospital and Visiting Faculty in performing their roles and responsibilities on the University premises, within 15 (fifteen) days from the receipt of invoice and supporting documents from Department of Physiotherapy, CK Birla Hospital. The University shall be solely responsible for arranging funds, resources and infrastructure required for successful initiation and implementation of the Identified Courses. It is hereby clarified that Department of Physiotherapy, CK Birla Hospital shall not be responsible for incurring any costs, expenses or liability towards initiation and implementation of the identified Courses other than the cost incurred by Department of Physiotherapy, CK Birla Hospital in performing its roles and responsibilities as set out in Clause 2.2 below.

ix. The University shall:

a. endeavor and insist on its interns/students/trainees, while on the premises of Department of Physiotherapy, CK Birla Hospital, during the Term of this MOU, to comply with the rules and regulations prescribed by Department of Physiotherapy, CK Birla Hospital relating to including but not limited to the conduct of the interns/students/trainees and not to interfere with or obstruct the operations of Department of Physiotherapy, CK Birla Hospital. The students should maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of Department of Physiotherapy, CK Birla Hospital.

b. endeavor and insist regular attendance of its enrolled/ selected interns/ students/ trainees during their enrolment in the Identified Courses at Department of Physiotherapy, CK Birla Hospital. It is hereby clarified that the interns/ student Volunteers/ trainees during their training at Department of Physiotherapy, CK Birla

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Hospital shall be under the supervision and control of the Head of Department (HOD), they are attached with.

c. endeavor and insist on its students to maintain strict confidentiality of the terms and conditions of this MOU including information gathered by them/ which comes to their knowledge while at premises of Department of Physiotherapy, CK Birla Hospital during their enrolment in the identified courses.

xii The University shall undertake additional courses, as may be suggested by Department of Physiotherapy, CK Birla Hospital. In case the University refuses or fails to commence such additional courses within mutually agreed time frame, Department of Physiotherapy, CK Birla Hospital shall be at liberty to collaborate, in respect of such courses, with a third party.

xiii. The University shall undertake and perform such other responsibilities as may be necessary for the successful initiation and implementation of the Identified Courses.

xiv. The University agrees to maintain confidentiality of the Information disclosed, exchanged or otherwise shared by Department of Physiotherapy, CK Birla Hospital under this MOU. The University further agrees that, sharing or parting of any confidential information by Department of Physiotherapy, CK Birla Hospital is only for the limited purpose of implementation of the covenants of this MOU. The University shall not use or disclose any Confidential Information of Department of Physiotherapy, CK Birla Hospital to a third party/ persons or agencies without the prior written consent of Department of Physiotherapy, CK Birla Hospital.

2.2 Roles and Responsibilities of Department of Physiotherapy, CK Birla Hospital

1. Department of Physiotherapy, CK Birla Hospital, from time to time, would make available its consultants ("Visiting Faculty") to take classes and deliver lectures in Identified Courses at campus/location of the University. The visiting Faculty shall be available as per a mutually agreed schedule.

2. Department of Physiotherapy, CK Birla Hospital would offer practical and/ or clinical training at the Clinical premises to the students pursuing the Identified Courses. CK Birla Hospital shall provide the students rotatory observer ship/ internship at the Hospital premises.

3. Department of Physiotherapy, CK Birla Hospital will help the School of Physiotherapy & Rehabilitation Sciences of the University in setting up labs for the

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Identified Courses and will provide additional lab support in case required for the said courses.

3. OTHER TERMS AND CONDITIONS

1. That Department of Physiotherapy, CK Birla Hospital on the request of the University will extend its facilities and provide short-term training to students and faculty members of the University in their areas of specialization.

2. The Scientists/ Senior Physician/ Consultant of Department of Physiotherapy, CK Birla Hospital may be invited to deliver lectures in specific courses or to conduct seminars at the University on as may be mutually agreed.

3. The Terms of this MOU will be five years from the date of signing of the MOU. However, the term of the MOU may be extended by mutual consent in writing of both the parties.

4. The MOU may be terminated, on one month notice, by either party at any time provided However, the termination of the MOU would not affect the operation of the MOU in respect of students who have already been admitted to the identified course

5. A joint committee with two members from each side shall be set up to periodically review the progress of implementation of this MOU.

6. The intellectual property rights i.e., the trade name/trademark/logo/design/any other intellectual property of either Party shall be the absolute property of such Party at all times and neither Party shall use the other Party's intellectual property either during the Term of this MOU or after the expiry thereof without the prior written permission of the other Party.

7. In the event of any dispute arising out of this Memorandum of Understanding or in its enforcement; the parties to this MOU will resolve the same amicably. However, in case the dispute remains unresolved, it shall be referred to an independent arbitrator appointed as per the provisions of Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the party concerned. The seat of arbitration shall be Gurugram (Haryana).

8. Subject to Arbitration provisions as mentioned above, the Parties agree that Courts/Tribunals at Gurugram shall have exclusive jurisdiction in respect of all matters arising out of or in connection with this MOU.

Registrar
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DR. SAED VARIS
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Now, in witness whereof, the Registrar, of the K.R. Mangalam University and the HOD, Department of Physiotherapy, CK Birla Hospital have signed this MOU on the day and year first written above.

For K.R. Mangalam University

Registrar
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Sohna Road , Gurugram
Haryana Gurugram, Haryana
(PIN- 122103)

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

Dated:25.07.2023

For Department of Physiotherapy,
CK Birla Hospital

DR. SAED VARIS
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HOD
Department of Physiotherapy,
CK Birla Hospital
Nirvana Central Rd, Block J,
Mayfield Garden, Sector 51,
(PIN- 122018)

Dated: 25.07.2023

1. WITNESS_____
(Signature, Name, Designation)

2. WITNESS_____
(Signature, Name, Designation)

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2. WITNESS_____
(Signature, Name, Designation)