MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on the 01 day of July, 2023.

BETWEEN

'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 122103, represented through its Registrar, **Gp. Capt. P. Mahajan** duly authorized to enter into and sign contracts on behalf of the University of the **ONE PART**.

AND

Sarvodaya Hospital located at Sector-8, YMCA Rd, near Escorts Mujesar Metro Station, Sector 7, Faridabad, Haryana 121006, through Dr. Saurabh Gahlote, duly authorized to sign an MOU on behalf of **Sarvodaya Hospital**, of the **OTHER PART**.

The expression University and Sarvodaya Hospital shall mean and include the Institutions/Organizations, their successors, appointees, assignees etc.

The University & Sarvodaya 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 Sarvodaya 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 practical training at Sarvodaya Hospital, may be amended / modified as may be mutually agreed between the parties hereto,

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

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b. The University may, at its discretion and on mutually agreed terms, seek support from Sarvodaya 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 by the University and Sarvodaya Hospital will be responsible for practical exposure of the students.

2. ROLE AND RESPONSIBILITIES

2.1 Role of the University

i. The University shall be responsible to arrange resources and infrastructure at its premises required for delivery of Identified Courses. The responsibility for arranging the resources and infrastructure at premises of Sarvodaya Hospital shall rest with Sarvodaya Hospital.

ii. The University shall develop the curriculum for the identified Courses (in consultation with Sarvodaya Hospital)

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. Sarvodaya Hospital will issue a certificate of exposure to the students successfully completing the training.

vi. The University shall arrange to & fro transport facility for students from The University campus to Sarvodaya Hospital,

vii. The University shall depute 01 (one) instructor, if required to accompany and supervise the students at Sarvodaya Hospital. The number of students in each batch shall be decided by the parties by mutual consultation

viii. 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

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for the purpose of successful completion of the identified Courses. Sarvodaya Hospital, in this behalf, shall not be held responsible for non-compliance of the requirement of law or consequences thereof;

ix. The University, as per the University norms, shall reimburse to Sarvodaya Hospital the cost and expenses, incurred by Sarvodaya 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 Sarvodaya Hospital. The University shall be solely responsible to arrange funds, resources and infrastructure required for successful initiation and implementation of the Identified Courses. It is hereby clarified that Sarvodaya 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 Sarvodaya Hospital in performing its roles and responsibilities as set out in Clause 2.2 below.

x. The University shall:

a. endeavor and insist on its interns/students/trainees, while on the premises of Sarvodaya Hospital, during the Term of this MOU, to comply with the rules and regulations prescribed by Sarvodaya 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 Sarvodaya Hospital. The students should maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of Sarvodaya Hospital.

b. endeavor and insist regular attendance of its enrolled/ selected interns/ students/ trainees during their enrolment in the Identified Courses at Sarvodaya Hospital. It is hereby clarified that the interns/ student Volunteers/ trainees during their training at Sarvodaya 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 Sarvodaya Hospital during their enrolment in the identified courses. The University shall further ensure that each of its enrolled student signs a separate confidentiality agreement with Sarvodaya Hospital before its enrollment in the Identified Course.

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xii The University shall undertake additional courses, as may be suggested by Sarvodaya Hospital. In case the University refuses or fails to commence such additional courses within mutually agreed time frame, Sarvodaya 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 Sarvodaya Hospital under this MOU. The University further agrees that, sharing or parting of any confidential information by Sarvodaya 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 Sarvodaya Hospital to a third party/ persons or agencies without the prior written consent of Sarvodaya Hospital.

2.2 Roles and Responsibilities of Sarvodaya Hospital

1. Sarvodaya Hospital, from time to time, would make available its physicians and 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. Sarvodaya Hospital would offer practical and/ or clinical training at the Clinical premises to the students pursuing the Identified Courses. Sarvodaya Hospital shall provide the students rotatory observership/ internship at the Hospital premises.

3. Sarvodaya Hospital will help the School of Physiotherapy & Rehabilitation Sciences of the University in setting up labs for the Identified Courses and will provide additional lab support in case required for the said courses.

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Haryana - 122103

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Faridabad

3. OTHER TERMS AND CONDITIONS

1. That Sarvodaya 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 Sarvodaya 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 he Courts/Tribunals at Gurugram shall have exclusive jurisdiction in respect of all matters arising out of or in connection with this MOU.

Registrar
S.R. Mangalam University
Sohna Road, Gurgaon
Haryana (122103)

Sarvodaya Hospital & Research Centre
Authorised Signatory

Now, in witness whereof, the Registrar, of the University and the Director, Sarvodaya Hospital have signed this MOU on the day and year first written above.

Sarvodaya Hospital & Research Centre
Authorised Signatory
Faridabad

~~Director~~ Medical Administrator
Sarvodaya Hospital
Sector-8, YMCA Rd,
Faridabad, Haryana 121006

Registrar
K.R. Mangalam University
Sohna, Gurugram
Haryana

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

RAJEEV KR. KHATRI
Head-Human Resources
Sarvodaya Healthcare
Sec-8, Faridabad-121006

WITNESS

1.

2.

DECLARATION TO BE SUBMITTED BY THE ATTACHED HOSPITAL

Name of the Hospital: SARVODAYA HOSPITAL

Address of the Hospital: SARVODAYA HOSPITAL, SEC-8, YMCA RD, FARIDABAD, HARYANA - 121006

I in the capacity of Medical Administrator is the authorized signatory for this Hospital.

1) I declare that this hospital is not attached to any Nursing School/College or Physiotherapy College for providing practical training facilities to students.

I Saurabh Gahlot Designation Medical Administrator hereby give consent for attachment of this hospital to K.R. MANGALAM UNIVERSITY for running (BPT/MPT/Ph.D.) Adequate No. of Beds/distribution of beds and other facilities as per the Norms are available in the Hospital. All arrangements for training of students as per the Norms shall be ensured.

I declare that the desirable student patient ratio shall be maintained.

Number of Beds strength of our Hospital is 425

The hospital is NABH Accredited and registered under The Haryana Clinical Establishments (Registration and Regulation) Adoption Act, 2018.

Name in Block Letters DR SAURABH GAHLOT Signature

Designation MEDICAL ADMINISTRATOR Pan No.

E-mail ID sgahlot@sarvodayahospital.com Mobile No. 1800 313 1414

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Annexure 'A'

Details of Hospital

1. Name of the Hospital: SARVODAYA HOSPITAL
2. Address: SARVODAYA HOSPITAL, SECTOR-8, YMCA RD, FARIDABAD, HARYANA -121006
3. Telephone No._____ Fax No._____ Email info@sarvodayahospital.com
4. Whether the Hospital is
   - ✓ Owned
   - ✓ Attached Hospital (Govt. / Civil / Private)
5. Distance from the college: _____
6. Specialties available:

Sr. No	Specialties	✓ (Tick the available facility)	No. of beds in the speciality
1	Orthopedics	✓	
2	Surgery including plastic surgery and burns	✓	
3	Gynecology and Obstetrics	✓	
4	Medicine including rheumatology	✓	
5	Neurology	✓	
6	Pediatrics	✓	
7	Respiratory medicine	✓	
8	Cardiology including critical care and cardiothoracic	✓	
9	Radiology	✓	
10	Neurosurgery	✓	
Total Beds		425	

7. Student Bed Ratio (Under graduate): 1:1 (PHYSIOTHERAPY OPD)
8. Average Bed Occupancy in %: - 80-90% (PHYSIO OPD)
9. Whether Hospital is registered under Clinical Establishment Act.

   (Please attach copy of registration certificate)
10. Whether casualty/emergency is available and functional: ✓Yes\No

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