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Deponent

Name : Registrar K r Mangalam university

H.No/Floor : 0 Sector/Ward : 0 Landmark : Sohna

City/Village : Sohna District : Gurugram State : Haryana

Phone : 94******99

Purpose : Service Agreement **to be submitted at Concernd office**

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MEMORANDUM OF UNDERSTANDING

Between

K.R. MANGALAM UNIVERSITY
Sohna Road, Gurugram (Haryana)-122103

And

THE PHYSIO EXPERTS
A-603, Sushant Lok Phase-1, Galleria Road,
Gurgaon-122009

MEMORANDUM OF UNDERSTANDING

Between

K.R. MANGALAM UNIVERSITY
Sohna Road, Gurugram (Haryana)-122103

And

THE PHYSIO EXPERTS
A-603, Sushant Lok Phase-1, Galleria Road,
Gurgaon-122009

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on the 7th 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, Gurgaon 122103, represented and 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

The Physio Experts located at **A-603, Sushant Lok Phase-1, Galleria Road, Gurgaon-122009**, through **Dr. Sumit Baliyan (PT)**, duly authorized to sign an MOU on behalf of **The Physio Experts**, of the **OTHER PART**.

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

The University & The Physio Experts, wherever the context requires, be individually referred to as the PARTY and collectively referred to as the PARTIES

Whereas the University plans to introduce in its curriculum the courses in the field of Physiotherapy and Rehabilitation Sciences for which The Physio Experts 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 The Physio Experts, 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 The Physio Experts 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 The Physio Experts 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 The Physio Experts shall rest with The Physio Experts.

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

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. The Physio Experts 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 The Physio Experts,

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vii. The University shall depute 01 (one) instructor, if required to accompany and supervise the students at The Physio Experts. 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 for the purpose of successful completion of the identified Courses. The Physio Experts, in this behalf, shall not be held or responsible for non-compliance of the requirement of law or consequences thereof;

ix. The University, as per the University norms, shall reimburse to The Physio Experts the cost and expenses, incurred by The Physio Experts 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 The Physio Experts. 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 The Physio Experts 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 The Physio Experts 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 The Physio Experts, during the Term of this MOU, to comply with the rules and regulations prescribed by The Physio Experts relating to including but not limited to the conduct of the interns/students/trainees and not to interfere with or obstruct the operations of The Physio Experts. The students should maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of The Physio Experts.

b. endeavor and insist regular attendance of its enrolled/ selected interns/ students/ trainees during their enrolment in the Identified Courses at The Physio Experts. It is hereby clarified that the interns/ student Volunteers/ trainees during their training at The Physio Experts shall be under the supervision and control of the Head of Department (HOD), they are attached with.

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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 The Physio Experts during their enrolment in the identified courses. The University shall further ensure that each of its enrolled student signs a separate confidentiality agreement with The Physio Experts before its enrollment in the Identified Course.

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

2.2 Roles and Responsibilities of The Physio Experts

1. The Physio Experts, 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. The Physio Experts would offer practical and/ or clinical training at the Clinical premises to the students pursuing the Identified Courses. The Physio Experts shall provide the students, in groups of not more than 15 students at a time, 15 days rotatory observership at the Clinical premises

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3. The Physio Experts 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.

3. OTHER TERMS AND CONDITIONS

1. That The Physio Experts 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 The Physio Experts 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.

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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.

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

Mahajan

Registrar
K.R. Mangalam University
Sohna Road, Gurugram
Haryana

Date: 07.07.2023

Dr. Sumit Baliyan

Director
The Physio Experts
A-603, Sushant Lok Phase-1,
Galleria Road, Gurugram
Haryana
Date: 07.07.2023

1. WITNESS _____
HANTA SHANKAR

1. WITNESS _____
Dr. Vipin Tomar

2. WITNESS _____
NITIN DHAR

2. WITNESS _____