



सत्यमेव जयते

INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

Certificate No. : IN-GJ34572786745158T

Certificate Issued Date : 25-Mar-2021 01:29 PM

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Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : FOR M O U

Consideration Price (Rs.) : 0
(Zero)

First Party : SUMANDEEP VIDYAPEETH DEEMED TO BE UNIVERSITY

Second Party : S M B T SEVABHAVI TRUST

Stamp Duty Paid By : SUMANDEEP VIDYAPEETH DEEMED TO BE UNIVERSITY

Stamp Duty Amount(Rs.) : 300
(Three Hundred only)

Regd. No. 1157
Date: 25 03 2021



Attested CTC

Signature
LB 0014532141
20/11/2023



Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka Waghodia
Dist. Vadodara-391 760. (Gujarat)

1. Any discrepancy in the details on this Certificate and as available on the website / mobile app of Government of Gujarat is invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Memorandum of Understanding

The Memorandum of Understanding (MoU) is signed on Thursday 25th March 2021

Between

Sumandeep Vidyapeeth Deemed to be University

Piparia, Vadodara, Gujarat state, India

(herein after referred to as SVDU)

And

S.M.B.T. Sevabhavi Trust

Amrut nagar, Ghule wadi, Sangamner, Maharashtra State, India.

(herein after referred to as SMBTST)

This MoU is for establishing the Collaboration between SVDU and SMBTST in the areas of **Academics, Research, Faculty and Student Exchange, Innovation, Startups, Incubation Centre, Community / Social Service, High end Research Services, Health Care Services, for conducting Joint Programs / Courses and Research Projects / Studies, etc.** The collaboration between both the parties herein under, are based upon the principles of mutual interest.

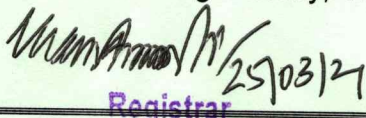
1. Preamble

1.1. About Sumandeep Vidyapeeth Deemed to be University:

Sumandeep Vidyapeeth Deemed to be University (SVDU) is registered under Section 3 of UGC act 1956, is accredited by National Assessment and Accreditation Council (NAAC) at 'A' Grade with CGPA 3.53 at Four-point scale, and is conferred **Category - I** Deemed to be University status by University Grants Commission (UGC). The Institution has various Constituent Institutes like Smt. B.K. Shah Medical Institute and Research Centre (SBKSMI & RC), K. M. Shah Dental College & Hospital (KMSDCH), Department of Pharmacy, Sumandeep Nursing College, College of Physiotherapy, Department of Management, and Department of Audiology and Speech Language Pathology. All these Institutes are approved / recognized by the respective Statutory Regulatory Authorities and Government of India.

The Institution offers Full-time and Part-time health related programs at the level of Certificate, Diploma, Fellowship, Graduate and Postgraduate Degree, Super Specialty and Ph.D. All these programs are related to Medical, Dental and Allied Health Sciences.


The Institution has more than 1100 bedded multi - speciality tertiary care Dhiraj Hospital, 350 Hi-tech Dental Chair Hospital and State-of-art Central Research and Innovation Laboratory, and Incubation Centre. These hospitals cater to the needs of Local population. Patients from Madhya Pradesh, Rajasthan and Maharashtra, and Tribal Districts of Gujarat. The Dhiraj Hospital has a state of art Cancer Diagnostic and Treatment facilities. The Hospital is the major source of Clinical and Academic Research for the Teaching Faculty, Researcher and Students of the Institution. The Molecular


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Dist. Ahmednagar (MS)

Laboratory is NABL accredited and approved by State Government and Indian Council for Medical Research (ICMR) for COVID19 testing facility. The Dhiraj Hospital is designated by Government of Gujarat, for the management of COVID19 infected patients.

Central Research and Innovation Laboratory:

The Central Research Laboratory of SVDU, a constituent part of Department of Central Research and Innovation, has state-of-art research facilities established to facilitate highly qualified Scientists / Researchers, Clinicians, Teaching Faculties and Students, to perform research in the thrust areas, such as Oral Cancer, Cervical Cancer, Oral Health Diseases, COVID19, Respiratory Diseases, Metabolic Disorders (Diabetes, Endocrines etc.), Cardiac Disorders, Neurological Disorders, Immunological Disorders, Sickle Cell Anemia, Tuberculosis, Parasitic Infestation, Maternal & Child Health, Rehabilitation Sciences, Drug Discovery, Targeted Drug Delivery etc.

The laboratory is equipped with high end advance equipment's like – Real Time PCR machine, Gradient Thermal Cycler, FT-IR Spectrophotometer, High Performance Liquid Chromatography (HPLC), UV-Visible Spectrophotometer, Brookfield Viscometer, Agarose Gel Electrophoresis and Documentation System, High Speed Centrifuge, Biosafety Cabinet, Refrigerated Centrifuge, Stability Chamber, Photo-Stability Chamber, Deep Freezer, Rotary Tablet Machine, Franz Diffusion Cell Apparatus, Spray Dryer, Trinocular Microscope, Rotary Tome Microscope, Student's Physiograph, Plethysmometer etc., for carrying out Research studies on Molecular, Genetic, Genomics and Proteomics, Serology, Drug Design and Discovery, Bio-analytics etc.

1.2. About S.M.B.T. Sevabhavi Trust:

SMBT Educational Trust was founded in the year 1984. The aim was to provide free education to children of economically deprived class of the tribal society. Afterwards, a multi-specialty charitable hospital was started with the sole aim of providing help to rural people in need of medical care. Over a period of time, the Trust further expanded its charitable activities in the rural area by starting various educational institutions. The educational institutes under the umbrella of SMBT trust include:

- SMBT Institute of Medical Sciences and Research Centre, Dhamangaon.
- SMBT Institute of Diploma Pharmacy, Dhamangaon.
- SMBT Ayurved College and Hospital, Dhamangaon.
- SMBT Dental College and Postgraduate Research Centre, Amrutnagar, Sangamner.
- SMBT Institute of Nursing, Dhamangaon.
- SMBT College of Pharmacy, Dhamangaon.
- Jai Hind Tribal School, Kolwade Village, Sangamner.
- SMBT Institute of Dental Sciences and Research Centre, Dhamangaon.

2. Scope of the Collaboration:

The main activities will be jointly conducted between SVDU and SMBTST, in the areas of **Academics, Research, Faculty and Student Exchange, Innovation, Startups, Incubation Centre, Community / Social Service, High end Research Services,**

Sumandeep Vidyapeeth
25/03/21

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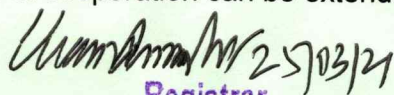
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Consultancy, Health Care Services for conducting Joint Programs / Courses and Research Projects / Studies, etc. The core objectives comprises of, but not limited to, are:

- 2.1. To design and implement programs to train medical & non-medical professionals for advanced research / vocational / laboratory / skill techniques etc.
- 2.2. To organize awareness programs for the Community on disease prevention, spread, screening and control strategies.
- 2.3. To jointly conduct advanced clinical and academic research in priority healthcare research areas, requiring exchange and utilization of biological samples (human or animal blood, tissue, saliva, urine and / or any other body fluid) for testing, research, service and analysis.
- 2.4. To jointly collaborate and submit the research project proposals to Government or Non-Governmental Organizations for grants and funding related approvals.
- 2.5. To jointly conduct regional, National and International level workshops, trainings, meetings and conferences in the field of research.
- 2.6. To jointly conduct in-house training programs and various skill development courses for the Faculties, Clinicians, Scientists / Researchers and Scholars involved in the projects / studies for smoothly carrying out the research at both the organizations.
- 2.7. To jointly publish the preliminary research outcome & / or the final research outcome in peer reviewed National / International journals etc.
- 2.8. To jointly promote innovation by providing start-up opportunities and business incubation space to students, staff and faculties, as per the prevailing norms of both the Institutions.
- 2.9. To jointly undertake approved / recognized programs / courses in the areas of interest, with mutually agreed terms and conditions.
- 2.10. To jointly undertake or provide scholarship, freeship, complete wavier in educational Fees to Marginalized Sections of the society, including Divyangjan / Persons with Disability (PwD), Schedule Caste, Schedule Tribes, Other Backward Classes (including Economically Backward Sections), Senior Citizens / Old age persons of the Society, children's etc.
- 2.11. To jointly undertake or provide Health care Services and Rehabilitation Services at free cost or at nominal cost, to Marginalized Sections of the society, including Divyangjan / Persons with Disability (PwD), Schedule Caste, Schedule Tribes, Other Backward Classes (including Economically Backward Sections), Senior Citizens / Old age persons of the Society, children's etc.

3. General Areas of Cooperation

This MOU details the modalities and general conditions regarding collaboration between SVDU and SMBTST for enhancing, within the country, the availability of highly qualified manpower in the areas of **Academics, Research, Innovation and Development** without any prejudice to prevailing rules and regulations of SVDU and SMBTST. This will be without any disregard to any mechanism evolved and approved by the competent authorities under Government of India, in so far as such mechanism applies to SVDU and SMBTST. The areas of cooperation can be extended through mutual consent.


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- 3.1. Organize and conduct short term certified training programs, fellowships etc. on Cancer prevention and diagnosis, Tobacco cessation, de-addiction, screening and rehabilitation, awareness etc.
- 3.2. Work on mutually acceptable projects including but not limited to field and research laboratory activities, organizing camps for spreading awareness on disease prevention, screening, diagnosis, treatment, rehabilitation, health mapping and relevant research resulting into societal benefit.
- 3.3. Both SVDU and SMBTST shall propose research concepts / ideas to any National / International agencies for financial assistance / development of innovative devices / products / clinical trials and exchange of personnel through deputation as per the rules of the respective institute or as mutually agreed upon;
- 3.4. Practical training of SVDU Students, Teaching Faculty and Research Fellows at SMBTST and vice versa.
- 3.5. Each Institution may depute its personnel as Visiting faculty at the premises of other Institution to teach any of the specialized topics pertaining to the areas of cooperation.
- 3.6. SMBTST personnel, as well as Research Scholars, may also be allowed to carry out research pertaining to the areas of cooperation at SVDU, as per Institutional regulations and vice versa.
- 3.7. SMBTST may seek assistance / guidance of SVDU faculty member/s in product / process modification, modernization, trouble shooting, etc. and vice versa.
- 3.8. Both SVDU and SMBTST would allow the industrial visits / Internship etc. for students to provide them an exposure of various equipment, instrument, clinical etc. at each of the premises.
- 3.9. Both SVDU and SMBTST may assign or arrange clinical postings of Students in any department of the Hospital.
- 3.10. Teaching Faculties / Scientists / Research Scholars from SVDU may avail Clinical / Pre-clinical facilities, laboratories, library, Internet, computational facilities at SMBTST, and vice versa.
- 3.11. Researcher / Faculty may be appointed as Co-research guide as per the rules of the respective institute for a student Registered for Ph.D. / Post Doctoral Fellowship / PG degree at either of the Institute, as applicable. The student may be encouraged to take up the project such that both the parties desirably benefit from its outcomes.
- 3.12. The Undergraduate / Postgraduate students / Ph.D Scholar may carry out part of their research work or project at SVDU and SMBTST depending on the nature of the work as per the rules of the respective institute, depending on facilities and requirements.
- 3.13. There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that No Intellectual Property Rights can be secured for any part of the work, which will be decided with mutual consent.
- 3.14. If the outcome of a project related to product development, process technology and design etc. involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication / printing in any form such as


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Electronically / verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis, after mutual consultation.

- 3.15. Either of the Research supervisor from the Parties will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- 3.16. Neither party will publish the work carried out under this MoU without knowledge of the other.
- 3.17. In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

4. Confidential Information:

SVDU and SMBTST agree for not disclosing any type of confidential material, knowledge, study results or information. The parties may like to share this with one another but may decide not to disclose it to any third party. In the event it is required to be shared with a third party, except as when required by law; then mutual consent in writing must be obtained from the other party, prior to disclosure. This Non-Disclosure Agreement (NDA) creates a confidentiality relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

5. Intellectual Property Rights:


Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both parties to this Memorandum. Both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both parties shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, such consent not to be unreasonably withheld.

SVDU shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.


6. Amendments / Modifications:

This MoU may be amended or modified by a written agreement signed by the representatives of both parties.


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7. Adherence to Laws:

Participating faculties, scholars, students etc. involved in any activities under this MOU must adhere to the law of the land and Rules / Regulations of both the institutions.

8. Legal effect

Nothing in this Memorandum shall be construed as creating any legal relationship between the parties. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

9. Commencement and Tenure of MoU:



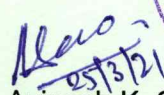
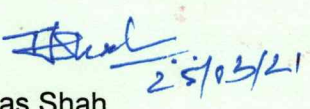
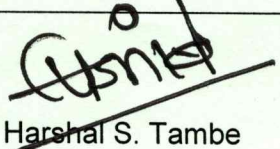




The present MoU shall become effective from the date of signing i.e. **25th March 2021 to 24th March 2031 for the tenure of Ten (10) years.** This MoU will be renewed / amended / terminated with mutual consent and written agreement.

10. Dispute Resolution:

Any dispute or difference arising out of or in connection with the interpretation or implementation of this MoU or out of or in connection with the breach, or alleged breach of this MoU, each Institution shall attempt in the first instance to resolve the conflict amicably by mutual agreement between the two representatives of the organization. Conflicts that cannot be resolved amicably shall be settled by arbitration.

SVDU and SMBTST welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

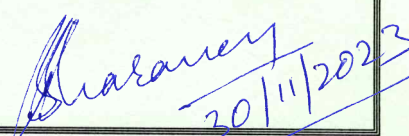
This Memorandum of Understanding is signed between Sumandeep Vidyapeeth Deemed to be University, Piparia, Vadodara, Gujarat, represented by the Registrar, and S.M.B.T. Sevabhavi Trust by Chief Managing Trustee, on dated **25th March 2021.**

Signature:  Name: Dr. Chandramani B. More Designation: Registrar, SVDU Seal:  Witness: 1. Signature:  Name: Dr. Avinash K. Seth Designation: Research Director, SVDU 2. Signature:  Name: Dr. Tejas Shah Designation: Deputy Registrar - Academics, SVDU	Signature:  Name: Dr. Harshal S. Tambe Designation: Managing Trustee, SMBTST Seal:  Witness: 1. Signature:  Name : Mr. S.Kurhe Designation : Chief Officer 2. Signature:  Name: Dr. Ashok Patil Designation: Dean, SMBT, Dental College and Postgraduate Research Centre 
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ATTESTED


BHAGWATIBHAI B. PATEL
NOTARY (GOVT. OF GUJARAT)
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