



Special
Olympics
Bharat



50 YEARS
1968 - 2018

MEMORANDUM OF UNDERSTANDING
By and Between
SUMANDEEP VIDYAPEETH (DEEMED TO BE UNIVERSITY)
And
SPECIAL OLYMPICS, BHARAT

1) PREAMBLE:

This **Memorandum of Understanding (MoU)** is entered into on the 6th of May 2019 by and between:

Special Olympics, Bharat (SO Bharat) with their offices at J - 47, Lower Ground Floor, Lajpat Nagar - III, New Delhi - 110 024, India

And

Sumandeep Vidyapeeth (Deemed to be University) at & Po: Piparia, Ta: Waghodia, Dis: Vadodara-391760, Gujarat, who are referred to collectively, as "Parties" or individually as "Party".

The Parties recognize the benefits to be derived from collaboration, cooperation and mutual interaction for the development and promotion of joint activities to address issues of mutual interest, designed to foster and promote collaboration to improve the health of the people with intellectual and developmental disability by collaboration through this MoU.

2) SCOPE AND AREAS OF COOPERATION:

2.1 This MoU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction between themselves and does not create any legally binding commitments. Whenever the Parties agree to undertake specific joint Projects with legally binding operations, they will develop a separate written agreement for such Projects setting out each Party's roles, responsibilities, funding, contribution, deliverables and budgets.

Attested etc



Sharaney
30/11/2023

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

2.2 The Parties intend to co-operate in the following areas:

A) Responsibilities of Special Olympics, Bharat:

Special Olympics agrees

- a) to provide training and organize athletic competitions in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunity to develop physical fitness, demonstrate courage, experience joy and participate in sharing of gifts, skills, friendship with their families and Special Olympics athletes and the community.
- b) To provide local transportation for athletes to and from SumandeepVidyapeeth (Deemed to be University) or another venue for health screenings/health education & follow up thereafter.
- c) To provide equipment and athletes for the unified games.
- d) To conduct coach Training Programs to create certified coaches for Special Olympics amongst the college students.
- e) To provide one or more trainers for the Youth Activation Program.
- f) Subject to any governing privacy laws, allow SumandeepVidyapeeth (Deemed to be University) to use the collected records and data on the state of health of Special Olympics athletes. Both parties will have access to the data and the right to publish this data to create awareness, to influence policy and to garner support for people with intellectual disabilities.

B) SumandeepVidyapeeth (Deemed to be University):

Agrees:

- a) to act as a forum for exchange and dissemination of knowledge and information in the area of health care needs of people with intellectual disability;
- b) to represent this area of activity at National & International forums by publishing and presenting papers, conducting research, advocacy through print and electronic media to create awareness and sensitize general public and healthcare professionals about the needs of people with intellectual challenges.
- c) to create opportunities for participation of the students of SumandeepVidyapeeth (Deemed to be University) with Special Olympics programs of Unified Sports & Youth Activation so as to sensitize the students and help them focus on the abilities and not the disabilities of the Special Olympics Athletes/people with intellectual challenges
- d) to support Special Olympics Bharat's Healthy Athletes / Healthy Community — 'Special Smiles'(Dental), 'Fun-fitness' (Physiotherapy), 'Fit Feet' (Podiatrics) 'Healthy Hearing' (Audiology), 'MedFest' (Sports Physical Exam), 'Opening Eyes'(Ophthalmology), & Health Promotion program as a part of its community outreach service. This support will be by way of providing venue, examination facilities, Dental/Medical/Physiotherapy equipment, clinical and general volunteers, Dental/Medical/Physiotherapy specialists and provision of Dental/health screening, education and follow up care for basic dental and general health of Special Olympics athletes at its hospital and other locations on free of cost/non-profit basis
- e) to conduct training programs for dental surgeons/healthcare providers/Physiotherapist and student volunteers to enhance skill for



management and treatment of people with intellectual disability and create awareness about Special Olympics movement.

2.3 Specific projects undertaken under this MoU shall be discussed, by the Parties hereto, and separate written Agreements should be signed by the Parties defining the terms and conditions agreed upon.

3) COSTS:

3.1 Wherever possible and appropriate the Parties may also seek funding for collaborative activities from other agencies and institutions as appropriate.

3.2 As stated, in **Clause 2.3** above, any specific, joint projects with legally binding obligations will be set forth in separate written agreements between Parties.

4) INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

4.1 Intellectual Property:

The treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and under separate written agreements to be entered into, on a case-by-case basis. The Parties shall maintain sole authority over their respective names and logos. Neither Party is authorized under this MOU to make use of the other Party's name or logos unless such specific use is pre-approved in writing by the other Party.

4.2 Confidential Information:

The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party wishes to disclose information that it considers to be confidential or proprietary to the other Party, the Parties will enter into a written, Confidentiality and Non-Disclosure Agreement for each such requirement.

4.3 Non- Circumvention:

The Parties agree that Confidential Information shall not be used for the enrichment, directly or indirectly, of the Receiving Party without the express written consent of the Disclosing Party. The Parties further agree that following receipt of Confidential Information from the Disclosing Party, the Receiving Party shall not contract or attempt to sell to, transact with or purchase from Disclosing Party-provided sources, without the written permission from the Disclosing Party for a period of 12 months following the disclosing date unless

- i. A business relationship between the Receiving Party and the Disclosing Party-provided source predated this Agreement, and
- ii. The Receiving Party can substantiate exchanges between the Receiving Party and the Disclosing Party-provided source prior to the date of the signing of this Agreement.

This Agreement will not be construed to limit either Party's right to independently develop or acquire, manufacture, sell, license or maintain products, service or technology without the use of the other party's Confidential Information including products, services or technologies that are similar to or competitive with the other Party's Confidential Information.



4.4 No partnership:

Nothing in this MoU shall be construed as creating a joint venture or legal partnership between the Parties. Neither Party shall have the authority to bind the other Party, nor shall the employees, volunteers and agents of one Party be considered employees, volunteers or agents of the other Party. This MOU is not intended to imply a financial arrangement between the Parties. The partnership is merely a spirit of goodwill and collaboration centred on the above-described activities.

5) TERMINATION

Termination of this agreement shall be applicable on either of the following grounds:

- a) On completion of tenure of this agreement; OR
- b) By mutual written consent and agreement between the PARTIES; OR
- c) By breach of the contractual obligations under this Agreement by EITHER PARTY.

6) DISPUTE RESOLUTION

Any dispute or difference arising out of this Agreement shall be resolved in the following manner:

6.1 Amicable Resolution:

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement between the PARTIES and so notified in writing by either party to the other party in the first instance shall be attempted to be resolved amicably. In the event of dispute between the PARTIES, either party may require such dispute to be referred to the Joint Conciliation consisting of designated representative of Special Olympics Bharat and Registrar-SumandeepVidyapeeth and the two parties shall meet within a period of seven (7) date of such request to discuss and attempt to resolve the dispute amicably. The settlement agreement, if any, decided pursuant to the conciliation proceedings shall have the same effect and status of an arbitral award.

6.2 Arbitration:

Any dispute, which is not resolved amicably under Clause 5.1 within a period of sixty (60) days from the date on which one party notified the other party of the dispute, shall be finally decided by reference to arbitration of a Sole Arbitrator, who shall be mutually decided between the parties.

7) TERMS OF UNDERSTANDING:

- 7.1** This MOU will remain in force from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate. Such termination shall have no effect on any outstanding obligations contractually agreed upon between the parties in an Activity Agreement.
- 7.2** The MOU may be terminated by either Party by giving three months' notice, in writing, to the other Party.
- 7.3** Any Amendment to the MOU will require the written approval of both Parties.
- 7.4** Two signed originals of this MOU will be produced with one to reside with each Party.



7.5 In the event that discrepancies arise between this document and any translation of it to a language other than English, this English version shall prevail.

8) The overall implementation of the Project shall be headed by Professor & HoD, Department of Paedodontics, K. M. Shah Dental College & Hospital or his/her successor.

9) SIGNATURES:

The Parties to this Memorandum of Understanding hereby confirm their agreement to the terms contained herein by their signatures below:

Sumandeep Vidyapeeth
(Deemed to be University)



Dr. M. M. Sattigeri

Registrar

Registrar

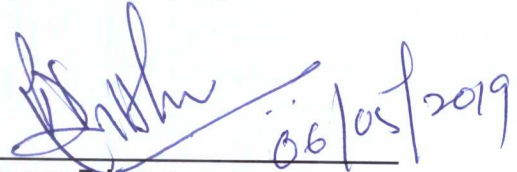
Sumandeep Vidyapeeth

An Institution Deemed to be University

Vill. Piparia, Taluka: Waghodia.

Dist. Vadodara-391 760. (Gujarat)

For Special Olympics, Bharat



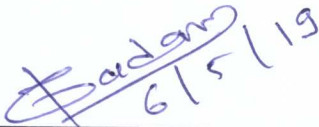
Dr Reena R kumar

National Clinical Adviser SO Bharat

Regional Clinical Adviser, Special Smiles

Asia Pacific

MOU was signed on 06/05/2019 in witness of



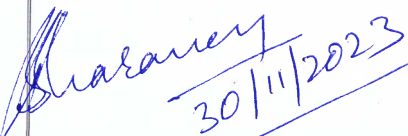
Mr Gajanad Kadam

Growth & Development Manager

Special Olympics Gujarat

Vadodara

Attested CTC



Vice-Chancellor

Sumandeep Vidyapeeth

An Institution Deemed to be University

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