



गुजरात गुजरात GUJARAT

15 MAY 2019

पा.ता.वे.न. २९६६ ३. १००१ BP 396567

नाम सुमंदीप वीद्यपीथ

स्टेडिया वाघोडिया

पता वाघोडिया, वाघोडिया, व. वडोदरा

तारीख १५/०५/१९ हस्ते सुमंदीप वीद्यपीथ

- स्टेडिप वेन्डरनुं नाम :

पहाला साजीरजान हाउ नाथुजान  
ठे. मीनापार्ड सोसा ३३, गु.पो.वा. वाघोडिया,  
वा. वडोदरा ला.नं. १/८६

(A) ६८२५४२६२९९

स्टेडिप वेन्डर, वाघोडिया

### MEMORANDUM OF UNDERSTANDING

between

Sumandeep Vidyapeeth

and

Indian Institute of Public Health Gandhinagar

This Memorandum of Understanding (MoU) describes the understanding between Sumandeep Vidyapeeth, Village Piparia, Waghodia, Vadodara-391760, India and Indian Institute of Public Health Gandhinagar (IIPHG), located at NH-147, Palaj Village Opp. New Air Force Station HQ, Gandhinagar – 382 042, Gujarat, India –, in a planned collaboration on public health research along with capacity development, exchange of expertise and producing research outputs regarding public health issues related to women and child health covering national, regional and global perspectives.

Attested CTC

30/11/2023

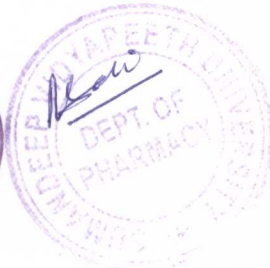
Vice-Chancellor

Sumandeep Vidyapeeth

An Institution Deemed to be University

Vill. Piparia, Taluka: Waghodia.

Dist. Vadodara-391 760. (Gujarat)





Sumandeep Vidyapeeth and IIPHG are herein after collectively referred to as "the Parties" and individually as "the Party."

### 1. DURATION AND VALIDITY

This MOU will be effective upon signature and shall be valid until 31<sup>st</sup> May, 2024 and may be extended by agreement in writing, exchanged between the Parties. Either Party may terminate this MOU early, at any time, upon thirty (30) days' written notice to the other Party.

### 2. AREAS OF COLLABORATION

This MOU provides a framework to facilitate and guide collaborative research and research capacity development activities between Sumandeep Vidyapeeth and IIPHG.

The primary public health issues that serve as the focus of this MOU are:

- (i) To develop partnership for addressing the public health, women and child health and other dimensions of health issues. Research activities at all level for making contribution in regional and global health outcomes.
- (ii) To design short course and develop interdisciplinary/ transdisciplinary research method for better public health research.
- (iii) To design academic and non-academic (implementation research) collaborative research proposal for submitting to donors & government agencies in the areas of women and child health.
- (iv) To facilitate, exchange of academics, researchers and scientists of the both institutions and share innovative ideas for transformational learning between the IIPHG and Sumandeep Vidyapeeth led initiatives towards achieving the goals of common interest in the area of global health, universal health coverage and women and child health.

New areas of research may be identified and presented as proposals before collaborative projects are initiated. Projects to which this MOU may lead will be the subject of separate MOUs or agreements between the Parties.

### 3. ROLES AND RESPONSIBILITIES OF PARTIES

The Parties will be jointly responsible for:

- 3.1 Ensuring the spirit of a joint collaboration in the overall conduct and coordination of the Project;
- 3.2 Facilitating exchange of resources and scientists between both institutes and share ideas for transformational learning and collaborative research;



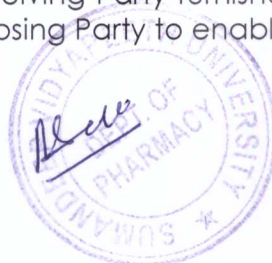
- 3.3 Designing short course and developing research methods to improve women and child health

#### 4. PERFORMANCE STANDARDS

Both Parties undertake to perform their respective roles and responsibilities with the highest standards of professional and ethical competence and integrity.

#### 5. Confidential Information

- 5.1 Each party acknowledges that all information concerning the trade secrets, operations, processes, organization, business, finances, transactions, dealings or affairs of the other party or any of its subsidiaries or associated companies, suppliers or customers, which comes to the attention of the receiving party hereunder, is the proprietary information of the other party. Each receiving party shall treat the other party's Information as confidential and shall not at any time for any reason disclose the Information or allow it to be disclosed to any third party nor shall use it or allow it to be used other than in relation to the purpose of this MOU.
- 5.2 "Confidential Information" means all non-public information that is marked as "Confidential Information" and which is disclosed in oral, electronic, written, graphic, photographic, recorded, or any other manner by one Party to the other Party in the course of the performance of this MOU. Such Confidential Information shall be received and maintained by Receiving Party in confidence during the performance of this MOU and for a period of three (3) years thereafter. Recipient agrees that it will make no use of any of the Confidential Information except in the performance of this MOU, and will prevent disclosure of Confidential Information to third parties. Recipient shall be responsible for any breach of this MOU by its Representatives, which shall be considered a breach by Recipient. Recipient shall use the same care to avoid disclosure, publication or dissemination of confidential information as it uses with its similar confidential information and in no case less than a reasonable amount of care.
- 5.3 Confidential information shall not include any information disclosed that Recipient can demonstrate (i) was known to, or was previously in its possession, as shown by written records; (ii) was received from a third party who was entitled to disclose it without breaching any confidentiality obligation; (iii) was generally available to the public at the time of disclosure; (iv) becomes available to the public after disclosure, through no action or inaction of the recipient; (v) was developed by recipient independently of any Confidential Information disclosed under this MOU; or (vi) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, but only to the extent disclosure is required by such order and provided Receiving Party furnishes prompt notice (in no event less than 3 days) to the Disclosing Party to enable it to oppose such disclosure.





- 5.4 All individual health records and data on Study Subjects shall remain confidential. Any disclosure of publishable findings by scientists or physicians at IIPHG or Sumandeep Vidyapeeth will remain confidential regarding any individual patient's or study subject's identity and personally identifiable information. Disclosure requirements shall be consistent with those governing the relevant research and ethical review committees at IIPHG and Sumandeep Vidyapeeth.

## 6. INTELLECTUAL PROPERTY RIGHTS

All work done by the Parties jointly under this MoU and all materials developed shall be considered as being specially created, developed, produced by the Parties for the sole purpose of this MoU only. It is expressly agreed that the Parties shall have joint ownership rights over all intellectual property of work and materials developed, produced or created during the course of this MoU. This clause shall remain valid even after the termination or expiry of this MoU.

The institutions in this MOU agree to collaborate on data analysis, manuscript preparation and publication using data obtained during joint program efforts. Each partner will review and approve the content of publication and authorship. Approval of the same can be obtained in writing. Any scientific publication requires review and approval of both project partners.

## 7. LIABILITY AND INSURANCE

Each Party shall be acting as independent contractors in the performance of their work relating to this MOU and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees, officers, directors or agents in connection with performance of this MOU, for which they may be held liable under applicable laws. Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its activities under this MOU.

## 8. Governing Law and Dispute Resolution

8.1. This MoU shall be interpreted, construed and enforced in accordance with the laws of India.

8.2. The courts of the State of Gujarat shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Gandhinagar only.

8.3. In the event of any dispute among the Parties arising under this MoU (including with regard to the existence, validity or enforceability of this MoU or any provisions hereof), the representatives of the Parties shall use their best efforts to resolve such dispute amicably through discussions among senior representatives of the Parties.

## 9. Force Majeure

This MOU is subject to Force Majeure, which shall mean any unforeseeable circumstance or circumstances beyond the Parties' control, such as accidents,



natural disasters, weather conditions, armed conflicts, strikes, inability to secure labor, restrictions imposed by a government or government agency, or any other delays beyond the control of the Parties. If performance is prevented by any cause of Force Majeure, this MOU shall be void without penalty to either Party for any such performance not delivered.

#### 10. Partnership or Agency

Nothing in this MOU shall create any partnership, joint venture, or relationship of principal and agent between the Parties.

#### 11. Use of Names

Neither Party shall make use of this MOU, or use the name of the other Party, nor that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This shall not include internal documents available to the public that identify the existence of this MOU.

#### 12. Key Personnel

For Sumandeep Vidyapeeth:

Dr. Manoj M. Sattigeri  
Registrar, Suamndeeep Vidyapeeth

For IIPHG:

Dr Dileep Mavalankar  
Director, IIPHG

#### 13. Notices and Approvals

All notices and requests for approvals required under this MOU shall be submitted to:

For Sumandeep Vidyapeeth:

Name: Dr. Manoj M. Sattigeri  
Title: Registrar, Suamndeeep Vidyapeeth  
Address: Village Piparia, Waghodia, Vadodara-391760, India  
Email: [registrar@sumandeepvidyapeethdu.edu.in](mailto:registrar@sumandeepvidyapeethdu.edu.in)

For IIPHG:

Name: Dr Dileep Mavalankar  
Title: Director IIPHG  
Address: Opp. Airforce health quarters, Gandhinagar, India  
Email: [dmavalankar@iiphg.org](mailto:dmavalankar@iiphg.org)

#### 14. Financial Arrangements:

This MoU is a Non-Financial document. If in future funding is required, parties will individually or jointly explore such funding opportunities to undertake the common objectives and separate financial agreements will be signed by the parties for the same.

#### 15. Data sharing and publications



*Manoj*





By signing below, the duly authorized representatives of each Party do hereby agree to the terms and conditions of this MOU on the date indicated.

ACCEPTED FOR  
Sumandeep Vidyapeeth

Dr. Manoj M. Sattiger  
Registrar

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

Date: 16/05/2019

Acknowledged by:

*A. K. Seth*

Name: Dr. Avinash Kumar Seth  
Title: Principal, Dept. of Pharmacy  
SVDU

Dr. A. K. SETH  
HOD/DIRECTOR  
DEPT. OF PHARMACY  
SUMANDEEP VIDYAPEETH UNIVERSITY  
Pipariya, Ta. Waghodia.  
Dist. Vadodara-391 760.

Date: 16/05/2019

ACCEPTED FOR  
IIPHG:

Dr Dileep Mavalankar  
Director



Date: 20/5/2019

Acknowledged by:

*K. S. Vora*

Name: Dr. Kranti Vora  
Title: Additional Professor & Director  
(MCH) WIN Foundation

Date: 20/5/19

Attested CTC

*Sharaney*  
30/11/2023

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

