

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDIUM OF UNDERSTANDING (MOU) IS MADE ON 13th DAY OF DECEMBER MONTH 2017 AT VADODARA (GUJARAT).

BETWEEN

1. The Principal, College of Physiotherapy; Sumandeep Vidyapeeth

College of Physiotherapy, Sumandeep Vidyapeeth situated at Piparia, Ta. Waghodia, Dist. Vadodara 391760. Gujarat (hereinafter referred to as COP. SV)

AND

1. Dr. Veerendra Shandilya, Consultant Orthotist-Prosthetist, Rehabs

REHABS situated at 84, Alkapuri Society, Opp. Baroda High School, Alkapuri, Vadodara 397007, Gujarat (here in after referred to as REHABS).

WHEREAS the College of Physiotherapy is a constituent College of Sumandeep Vidyapeeth & Sumandeep Vidyapeeth is a registered public charitable trust and society under Bombay Public Trust Act, 1950 and the Societies Act, 1860 respectively. The Sumandeep Vidyapeeth managing various institutes approved from national regulating bodies such as MCI, DCI and PCI.

AND

WHEREAS REHABS, duly registered vide No. B-27/939 dated 04.01.2017 under The Bombay Shops and Establishments Act 1948 (see rules 6 and 8).

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)



NOW THIS MEMORANDUM OF UNDERSTANDING Witnesses as Under:

It is mutually agreed by and between the parties as under.

1. Activities

Activities would mean,

- i. Seek mutual advice and support in planning and executing programs promoting excellence in respective areas of research and education;
- ii. Encourage the regular / visiting faculty members and scientists of either Institute to visit the other Institute for giving talks in Lecture/ Programmes;
- iii. Encourage students / research personnel of either Institute to attend lectures, seminars, workshops and conferences in the respective areas of interest;
- iv. Share the library and scientific literature facilities mutually by giving access to library and other resources of either Institute to the scientists / students / research personnel of other Institute;
- v. Encourage joint research activities and projects by the faculty members / scientific personnel of COP, SV and consultant of REHABS
- vi. The data/knowledge generated will be utilized for academic purpose like Ph.D. Research, Research Publications, etc. subject to the using party will inform the other party.
- vii. Publications:
 - a. Investigators of COP, SV and REHABS will acknowledge each other in every publication and/ or patent made out of the research activity.
 - b. The manuscript or abstract proposed to publish or present shall be submitted to other Institute from contributing institute for review and comment at least twenty (20) days prior to submission for publication or presentation.
 - c. Any such publication or presentation shall acknowledge, as appropriate, the contribution of all COP, SV and REHABS, its employees, agents or representatives associated with study



- d. Authorship of results of the research projects in publications will be determined in accordance with academic standards, UGC norms and by mutual understanding of the investigators of all the participating institutes
 - e. PhD students, Research Fellows, Medical Students associated with the study of the participating centers shall be given foremost priority in authorship and communicating author shall be the last author of the publication.
 - f. Notwithstanding the foregoing, either party may publish or present the result and data from Institution's site individually if, any of the party fails to communicate and/or publish the data twelve (12) months after conclusion, abandonment or termination of the study
- viii. Inventions, Patents, Discoveries and Ownership of Results
- a. It is recognized and understood that the existing inventions and technologies of COP, SV and REHABS are their separate property, respectively, and are not affected by this agreement. COP, SV and REHABS shall not have any claims to or rights in such existing inventions and technologies on each other
 - b. However, in case of any income sharing originating from the research work in any form like patents, kits etc. both the parties shall agree upon consensus arrived by mutual understanding between them and other participating institute.
 - c. Investigators and students of both the parties will equally share clinical and non-clinical Research Infrastructure after obtaining formal permissions as required.

2. Confidentiality:

- i. Both COP, SV and REHABS agree that all inventions and all other business, technical and financial information the Parties develop, learn or obtain in connection with Study or that are received by or from the other Party in confidence constitute confidential information.
- ii. Both parties receiving such confidential information shall use such confidential information only in support of the objectives of the study and shall not disclose any such confidential information to a third party or make any unauthorized use thereof, commercial or otherwise.
- iii. The Parties will hold in confidence and not disclose confidential information to any third party, person, except Investigator, study staff, members of the Institutional Ethics Committee ("IEC"), the Research Committee of SV and other agency to which disclosure is required by law or regulation



- iv. Both parties should inform each other in prior before making a disclosure required by law and regulations
- v. The provisions of clauses a to c do not apply to information which:
 - a. Was known to both Institutes or Investigator prior to receiving that information either directly or indirectly or,
 - b. Is generally known to the public or which becomes generally known to the public through no act or omission on the part of both the parties or Investigators
 - c. Is disclosed to Institution or Investigator at any time by a third party who had a legal right to disclose it
3. The period of study will initially be of 5 years which may extended by mutual understanding between COP, SV and REHABS
4. This MOU can be exited at notice of 3 months (90 days) from either party with mutual consultations.
5. Dispute Resolution:
 - i. The parties hereby agree that any dispute arising out of this agreement shall be settled through arbitrator conforming provisions of the Indian Arbitration and Conciliation Act of 1996.
 - ii. In the eventuality of taking legal resource by any of the parties the courts of Vadodara shall have exclusive jurisdiction in this matter.
6. Notices/ Information:

Any information or notice relating to or in furtherance of this MOU shall be sent to the address given here under.



For COP, SV

Dr. (Prof.) Lata Parmar (Principal, College of Physiotherapy)
Sumandeep Vidyapeeth, Waghodia- 391760, Vadodara

For REHABS

Dr. Veerendra Shandilya
Consultant Orthotist-Prosthetist, REHABS, Vadodara - 397007

7. This MOU shall be construed in accordance with Indian Law.

IN WITNESS HEREOF THE PARTIES HAVE DULY EXECUTED THESE PRESENTS
THE DAY, MONTH AND THE YEAR HERE IN TO WRITTEN ABOVE.

FOR AND ON College of Physiotherapy

Prof. Lata D. P. M.Sc. P.T, PhD
Principal,
College of Physiotherapy,
Sumandeep University
Principal: College of Physiotherapy, in
consy2612@gmail.com
Sumandeep Vidyapeeth, Waghodia- 391760, Vadodara

FOR AND ON REHABS

Dr. Veerendra Shandilya
BOCPO-C22301
Dr. Veerendra Shandilya (OHIO-USA)
Reg. R.C. No. A24793
Consultant Orthotist-Prosthetist, REHABS, Vadodara - 397007

rehabs
A-1, Mangalsai,
Opp. Baroda Hi-School,
84, Alkapuri Society,
Vadodara - 390 007.
Tel : 0265-2321234

Witness

Dr. Palanikumar
Professor, College of Physiotherapy,
Sumandeep Vidyapeeth, Waghodia- 391760, Vadodara

Attested etc

Sharaney
30/11/2023

Vice-Chancellor
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