

Collaborations & Linkages (Annexure IV)

MOU with IIT Bombay

NEW MEMBER AGREEMENT

This agreement is made and entered into on this 15th day of October, 2015 between;

Indian Institute of Technology, Bombay, a research and educational institution in technology and engineering disciplines established by a special act of Parliament of Republic of India having its office at Powai, Mumbai-400 076, India, hereinafter referred to as 'IITB' and **MGM Institute of Health Sciences**, Kamothe Navi Mumbai, 410209

MGM Institute of Health Sciences, Kamothe Navi Mumbai registered under societies Act, 1860 and having its registered office address at MGM campus, sector 1, Kamothe Navi Mumbai 410209 hereinafter referred as "MGM Institute of Health Sciences".

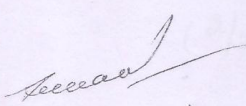
WHEREAS A Healthcare Consortium was formed vide a Consortium Agreement dated 7th September, 2011 between Indian Institute of Technology, Tata Memorial Centre, National Institute of Research in Reproductive Health, **King Edward Memorial Hospital** and Span Diagnostics Ltd (the 'Consortium Agreement' -Annexure -A) for the objectives and modes of collaboration as contained therein.

WHEREAS in pursuance thereof a Healthcare Consortium was formed to carry out and effectuate the purposes under the said Consortium Agreement with the aforesaid founding partner organizations as Members thereof. The Healthcare Consortium has undertaken and started many health care activities/projects and initiatives as envisaged under the said agreement.

WHEREAS the MGM Institute of Health Sciences has shown its interest, intends to and is keen to join and partake in the activities of the said Healthcare Consortium vide its letter/proposal dated 10th April 2015 to the Consortium.

WHEREAS In view of the aforesaid letter/proposal reflecting the desire of MGM Institute of Health Sciences intending to become a Member of the Healthcare Consortium, the Advisory Committee has accepted/approved such a proposal of the MGM Institute of Health Sciences, to become a new Member of the Healthcare Consortium, in its Board meeting dated 10th April 2015. Further, the Advisory Committee has approved and authorized IITB to enter into an agreement with MGM Institute of Health Sciences for inducting in the Healthcare Consortium as a New Member based on the condition that such intending New Member agrees to the terms of the Consortium Agreement.

Now, therefore, the Parties hereto, agree to the following;


R. D. Mulhoptan (1/2)

1. The MGM Institute of Health Sciences hereby agrees that in addition to the terms of this agreement, it shall be subject to, bound and governed by the terms and conditions of the said Consortium Agreement (Annexure 1).
2. The MGM Institute of Health Sciences, hereby agrees that, upon execution hereof, it shall be assigned/accorded the status of a Member in the Healthcare Consortium and shall duly discharge or partake in all activities of the said consortium as per the terms of the said Consortium Agreement and the guidelines issued by the Advisory Committee from time to time.
3. The said Consortium Agreement (annexed hereto as Annexure 1) and the terms thereof are incorporated in its entirety herein by reference and form an integral part of this agreement.
4. IITB is executing this agreement with the MGM Institute of Health Sciences as a confirming party for inclusion of the MGM Institute of Health Sciences as a Member of the said consortium, as authorized by the Governing Council.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto, have executed this New Member Agreement as set forth below;

**MGM Institute of Health Sciences,
Kamothe, Navi Mumbai**

By: [Signature]

Name: Lt. Gen. Dr. Shibban .K. Kaul

Title: Pro Vice Chancellor

Date: 15th October, 2015

By: [Signature]

Name: Dr. Rajani Mullerpatan

Title: Prof – Director, Physiotherapy

Date: 15th October, 2015

**INDIAN INSTITUTE OF TECHNOLOGY
BOMBAY, FOR CONSORTIUM**

By: [Signature]

Name: Prof. K. P. Kaliappan

Title: _____

Date: _____

(2/2)

Dr. Rajesh B. Gool
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai-410 209

MOU with IIT Madras

Testing Agreement

This Testing Agreement ("Agreement") dated Twenty Ninth day of May Two Thousand Seventeen (2017) ("Effective Date")

by and between **Indian Institute of Technology, Madras** ("Institute") c/o the Center for Industrial Consultancy and Sponsored Research, Delhi Avenue, IIT Madras, Chennai 600 036 represented by its authorized signatory Dean, IC & SR.

AND

MGM Institute of Health Sciences, Navi Mumbai through the MGM Institute's University Department of Physiotherapy having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 (**Hereinafter referred to as the Organization**).

WHEREAS

1. The Institute has developed certain Assistive Devices (the "**Products**") which could be used for enabling mobility in persons with locomotor impairments (the "**Purpose**")
2. Professor Sujatha Srinivasan, TTK Center for R2D2, Department of Mechanical Engineering at the Institute together with certain research scholars at the Institute have developed the Products, the intellectual property which is owned exclusively by the Institute.
3. The Institute contemplates that after the development and manufacture of the product, it will be necessary to test the said Product in certain controlled conditions (the "**Testing**").
4. The Organization has the required infrastructure and facilities to conduct the test is willing to participate in the Testing of the Products with the Institute upon terms and conditions as set out herein. The Institute has inspected the said available infrastructure, facilities, interacted with the staff and employees and has approved the same.

The Parties hereto have therefore mutually agreed as follows:

1. SCOPE OF WORK

1.1 Conduct of the Testing.

The parties agree to conduct the Testing in a controlled environment based upon the terms and conditions contained in this Agreement and in terms of the protocol to be mutually agreed between the Institute and the Organization prior to the time of the Testing. The organization shall get clearance from the Institutional Review Board and Ethics committee and communicate the same to the Institute, which will be final and binding both the parties.

**ADDENDUM NO. 1 TO THE TESTING AGREEMENT
DATED 29th MAY 2017 IN RESPECT OF ASSISTIVE DEVICES FOR ENABLING
MOBILITY IN PERSONS WITH LOCOMOTOR IMPAIRMENTS**

This Addendum No. 1 is entered on this 12th day of February, 2019 by and between:

Indian Institute of Technology Madras, having its office at the **Center for Industrial Consultancy and Sponsored Research, Delhi Avenue, IIT Madras, Chennai 600 036** represented by its duly authorized signatory **Dean, IC & SR Mr. Ravindra Gettu** (hereinafter referred to as "**Institute**") which expression shall, unless repugnant to the context thereof, include its, successors and assigns.


AND

MGM Institute of Health Sciences , Navi Mumbai having its office at **MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai - 410-209**, through **MGM Institute's University Department of Physiotherapy**, by its duly authorized representative **Registrar, Dr Rajesh Goel** (hereinafter referred to as "**Organisation**", which expressions shall, unless repugnant to the context thereof, include its, affiliates, successors and assigns);

"**Indian Institute of Technology Madras**" and "**MGM Institute of Health Sciences , Navi Mumbai**" / "**Organisation**" shall be collectively referred to as **Parties** and individually as **Party**.

WHEREAS:

1. Institute and Organisation entered into a Testing agreement dated 29th May 2017 (**Testing Agreement**) in respect in respect of assistive devices for enabling mobility in persons with locomotor impairments. The effective date of the Testing Agreement is 29th May 2017.
2. As per clause 14.7 of the Testing Agreement, the parties have agreed that any amendments or changes to the Testing Agreement dated 29th May 2017 must be in writing and signed by duly authorized representatives of the parties.
3. The parties are desirous of carrying out certain amendments and changes in the terms of the Testing Agreement. The parties agree that the said amendments and changes are acceptable to both the parties and the parties agree and undertake to abide by the said amendments and changes, which will form part of the Testing Agreement dated


Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai-410 209



29th May, 2017. The other terms and conditions, clauses of the Testing Agreement remain to be in force and binding on the parties.

4. The Parties desire to amend the Testing Agreement and deem it expedient to reduce the said understanding in writing set out herein.

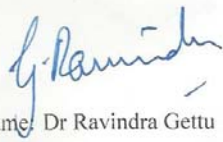
NOW THIS ADDENDUM NO 1 WITNESSETH AS FOLLOWS:

1. The parties agree that this addendum shall apply retrospectively. The Parties mutually agree to exercise the option to amend the Testing Agreement dated 29th May, 2017 in accordance with clause 14.7 of the Testing Agreement.
2. In the event of any conflict between the terms and conditions stated within this Addendum No. 1 and those contained within any other agreement or understanding between the Parties, written, oral or implied, the terms of this Addendum No 1 shall prevail and be binding on the Parties.
3. The Testing Agreement is amended only to the extent set out in this Addendum No. 1 (i.e. Clause 4.1 Testing Data) and all other terms and conditions set forth in the Agreement dated 29.05.2017 shall continue to be valid and binding on the Parties.
4. This Addendum No. 1 forms part and parcel of the Testing Agreement and shall be read in consonance with same.
5. This Addendum No. 1 shall be governed by and construed exclusively in accordance with Laws of India.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No 1 on the day first written above.

For and On behalf of:

Indian Institute of Technology Madras



Name: Dr Ravindra Gettu

Designation: Dean, IC & SR

प्रो. रवीन्द्र गेट्टु
Prof. RAVINDRA GETTU
डीन / DEAN

औद्योगिक परामर्श एवं प्रायोजित अनुसंधान
INDUSTRIAL CONSULTANCY & SPONSORED RESEARCH
आईआईटी मद्रास, चेन्नै 600036
IIT MADRAS, CHENNAI-600 036.

For and On behalf of:

MGM Institute of Health Sciences,

Navi Mumbai



Name: Dr Rajesh B. Goel

Designation: Registrar

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

ADDENDUM NO 1

Addendum No 1 to Testing agreement dated 29th May 2017 in respect of assistive devices for enabling mobility in persons with locomotor impairments between IIT Madras and MGM

Replace the following clause with Clause 4.1 Testing Data. The new amended Clause 4.1 will read as under:

4.1 Testing Data

The parties shall jointly own, all rights, title and interest in and maintain all the testing results/data and may share testing results/data in any form with any third party only after prior written permission, approval and consent from the other party. The party may impose such terms and conditions as advised/deemed fit. The parties further undertake and agree that in the event if one of the party is desirous of sharing the testing results and/ or data in any form with any third party or while assisting/collaborating with any third party or in any joint research, program, project, joint venture etc the said party shall take prior written permission, approval, consent of the other party."



Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209



प्रो. रवीन्द्र गेट्टू
Prof. RAVINDRA GETTU
डीन / DEAN

औद्योगिक परामर्श एवं प्रायोजित अनुसंधान
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आईआईटी मद्रास, चेन्नै 600036
IIT MADRAS, CHENNAI-600 036.

1.2 Care and Skill:

The Organization, its employees and staff will:-

- a) exercise all due care, diligence and skill necessary for carrying out testing activities;
- b) use reasonable endeavours to complete the agreed work within the time specified;
- c) allocate sufficient staff time (with suitable qualification/experience) for the testing;
- d) obtain the Informed Consent of the concerned patients;
- e) keep the records of the patients and the Institute confidential;

1.3 Principal Investigator.

Dr. Sujatha Srinivasan, Associate Professor, Department of Mechanical Engineering of the Institute will serve as the principal investigator ("**Principal Investigator**") for the Testing. The Principal Investigator is not a party to this Agreement and acts solely as an employee of Institute.

- 1.4 The Institute will supply the Products to conduct the Testing as well as other materials as required, and also information for the purpose of the Testing. At the end of the Testing, the Institute will remove the Products unless otherwise agreed with the Organization in writing. The Organization is responsible for proper conduct of the test under the supervision of its domain expert.

- 1.5 The Organization shall provide a list of patients who have provided their written consent for participating in the testing of the Product after being informed by the organization of the product, its purposes, the probable inherent risks involved in the use of the product etc. (the "**Informed Consent**") to the Testing of the Products. The Organization acknowledges that it has been and shall ensure that it will fully inform the patients about the Product, the Testing Protocol and the Purpose of the Product before obtaining the patient's Informed Written Consent. The Testing Protocol will contain the details of the number of Products to be used during the Testing. The written consent format as approved by the parties hereto and generally accepted by the Ethical Committee for research on Human Subjects, MGMIHS is enclosed herewith.

1.6 Testing Report.

All the reports (including the Testing Report), data, materials and Product used for the purpose of this Agreement shall be owned by the Institute and the Organization. With the prior mutual consent, the Institute or the Organization as the case may be use the Testing Report for any purpose as deemed necessary by the Institute or the Principal Investigator including internal research, teaching, archival purposes, publication or transfer to third parties. The Organization will keep, maintain and regularly update the testing report and shall upon demand in writing by the Institute, or their authorized representatives provide copies as requested. The final testing report will be submitted to the Institute as and when required by the Institute. The Organization will create a testing report at the beginning of the Testing and will include in the report the details in terms of the Testing Protocol including but



not limited to the outputs of the Testing, financial reports, the originals of the Informed Consent obtained, comments from the participants etc (the "Testing Report").

2. MEETING OF THE EXPENSES.

Costs and Expenses.

Institute will meet the costs and expenses of the organization (to the extent of the approved budget), within a period of 30 -45 days from date of receipt of the bills from the Organization. The payments shall be made in the name of MGM Centre of Human Movement Science.

3. INTELLECTUAL PROPERTY

3.1 Pre-existing Intellectual Property.

Ownership of inventions, discoveries, works of authorship, and other developments existing as of the Effective Date and all patents, ("Pre-existing Intellectual Property") is not affected by this Agreement. Neither party shall have any claims to or rights in any Pre-existing Intellectual Property of the other party, except as may be expressly provided in any other written agreement between the parties.

3.2 Inventions.

"Inventions" shall mean all inventions, discoveries and developments conceived, first reduced to practice or otherwise discovered or developed by the Institute. Institute shall be the sole owner of all Inventions that are conceived, first reduced to practice or otherwise discovered or developed by the Institute or any of its employees or research scholars.

3.3 Intellectual Property Agreements.

Intellectual Property (IP) generated as part of or as a consequence of the Testing shall solely and exclusively belong to the Institute. The Organization shall inform the Institute if any IP is created and will co-operate and provide its consent for transfer of all rights to the IP to the Institute. The Organization will procure all consents and assignments from its employees to enable the transfer of exclusive ownership of IP to the Institute.

4. TESTING DATA

4.1 Testing Data.

Institute shall exclusively own and maintain all the Testing results and data (the "Data") and may use it for any purpose including for research, teaching, educational, archival or auditing purposes and may share this Data with any third party at its discretion. The Organisation shall with the prior approval of the Institute have the access, right, title or interest over such Data.



4.2 Product for Testing.

Institute shall provide the Product at the premises of the Organization to enable the Institute and Organization to conduct the Testing. The Organization is responsible for proper conduct of the test under the supervision of domain expert. Title and ownership of the Product will at all times remain with the Institute. Subject to the provisions of Clause 1.4, the Organisation will return the Product to the Institute at the conclusion of the Testing, less normal wear and tear.

5. CONFIDENTIAL INFORMATION

5.1 Institute and Organisation recognize that conducting the Testing may require the transfer of confidential or proprietary information between the parties. All documents, information, materials and data provided to Organization by the Institute will be considered confidential information of the Institute only if marked as "confidential" ("**Confidential Information**"). The Organization shall ensure that the information is shared only with those employees, staff or parties who have a need to know the Confidential Information and shall procure confirmation that all such parties agree to be bound by this Confidentiality Clause and terms of this Agreement. In consideration of the disclosure of any Confidential Information to the other, the Institute and the Organization agree that, for a period of this Agreement and for a further period of three (3) years from the date of expiry of this Agreement, they will:

- (a) Not use the Confidential Information except as allowed in this Agreement;
- (b) Not use the Institute's Confidential Information without an appropriate patient authorization and/or consent and as allowed in this Agreement.
- (c) Not disclose to third parties any of the Confidential Information belonging to the other party without the express written consent of the disclosing party except in accordance with this Agreement; and
- (d) Take precautions as normally taken with the receiving party's own confidential and proprietary information to prevent disclosure to third parties.

5.2 The obligation of confidentiality does not apply to Confidential Information that is:

- (a) publicly available through no fault of recipient;
- (b) disclosed to the recipient by a third party;
- (c) already known to the recipient at the time of disclosure;
- (d) developed by the recipient without reference to the Confidential Information; or
- (e) required to be disclosed by law, regulation, or court order.

For the purposes of this Agreement, the Testing Report and any Data shall be deemed to be the Confidential Information of the Institute.

6. PUBLICATION

6.1 The basic objective of research activities at Institute is the generation of new knowledge and its expeditious dissemination for the public's benefit.



Organisation will provide all reasonable cooperation with Institute in meeting this objective.

- 6.2 Notwithstanding any terms to the contrary in this Agreement, Institute and organization retain the right at their discretion to publish/present results of the Testing with mutual consent.

7. TERMINATION

The Testing will continue until the Testing is completed by the Organisation. Institute may terminate this Agreement if the Organization breaches this Agreement or does anything to delay or hinder the Testing process; termination will be immediately effective upon the receipt of written notice from the Institute to the Organization. Similarly the termination can be done by the organization, and it becomes effective upon e-mail communication from the person who had signed this agreement or equivalent or above authorized person. It is further provided that such notice will not be served unless there is serious breach by the Institute.

8. NOTICES

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

Indian Institute of Technology Madras:
Dean (IC & SR)
Centre for Industrial Consultancy and Sponsored Research
IIT Madras, Chennai 600036

MGM Institute's University Department of Physiotherapy
MGM Institute of Health Sciences
Navi Mumbai, India

9. PUBLICITY

- 9.1 Neither party will identify the other in any promotional advertising or other promotional materials to be disseminated to the public or use the name of any faculty member, employee, or student or any trademark, service mark, trade name, or symbol of the other, including without the other party's prior written consent.
- 9.2 Notwithstanding anything to the contrary, Organisation agrees to allow publicly registered information about the Testing to appear on Institute Directory website.

10. INDEMNITY

The Organization will indemnify and hold harmless the Institute, its employees, Investigator, staff and students from any loss, damage, claim (including legal costs) that may arise due the negligence or default of the Organization.



11. NO WARRANTIES

The Institute makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, on the product or the results of the testing or any invention, process or product, whether tangible or intangible, conceived, discovered, or developed by it.

12. LIMITATION OF LIABILITY

The Institute shall not be liable for any indirect, consequential or other damages suffered by organisation or any of the testing patients including, but not limited to, damages arising from loss of data or delay or termination of the testing, or from the use of the results of the testing, or any such invention or product.

13. FORCE MAJEURE

The parties will not be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond Institute's control, such as accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

14. MISCELLANEOUS

14.1 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

14.2 Survival.

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

14.3 Divisibility.

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.

14.4 Independent Contractors.

Institute and Organisation are independent contractors and neither is an agent, joint venture partners, or partner of the other.

14.5 Order of Precedence.

In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other agreement concerning this Testing between the Parties and their employees, the terms of this Agreement will prevail.



14.6 Entirety.

This Agreement represents the entire agreement and understanding between the parties and their employees with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

14.7 Amendments.

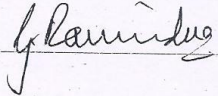
The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of the parties.

14.8 Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions which follow.

INDIAN INSTITUTE OF
TECHNOLOGY, MADRAS



Name :

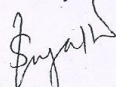
डीन (आई.सी. एवं एस.आर.)

Designation : Dean (I.C. & S.R.)

Date : 29th May 2017

आई.टी. मद्रास
I.I.T. MADRAS
चेन्नै/CHENNAI - 600 036


Principal Investigator



Name : Dr. Sujatha Srinivasan
Department : Mechanical Engineering
IIT-Madras

Date : 29th May 2017

MGM Institute of Health Sciences,
Navi Mumbai

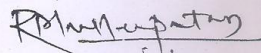


Registrar

29th May 2017

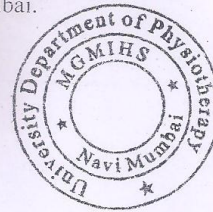


Organization



Dr. Rajani Mullerpatan
MGM Institute's University Department
of Physiotherapy, Navi Mumbai.

Date : 29th May 2017



MOU with
International Society of Biomechanics (ISB)
& Cardiff University



Economically Developing Countries (EDC) Project Memorandum of Understanding

Please note this document contains guidelines and examples to assist you when filling in each section. The instructions (highlighted in blue italics) should be deleted when completing this application form.

Declaration by the International Society of Biomechanics (ISB):

The ISB is dedicated to supporting international initiatives that will promote research, education, and the provision of healthcare in the field of biomechanics. The objectives of the ISB, with regards to the advocacy of projects in EDC regions, include the following:

- To make the Society truly international.
- To help develop skills of, and/or opportunities for, clinicians and researchers in EDC who do not have the resources available to do so on their own.
- To provide collaborative learning opportunities for students and researchers in developed countries to help them understand the challenges faced in the developing world.
- To enable donating organizations to do something beneficial with equipment that is no longer needed by them.
- To help provide a sustainable initiative that will allow biomechanics skills and knowledge to flourish in developing regions.
- To enable clinicians and researchers in developing countries to solve biomechanics-related problems specific to their own region.

The ISB would like to ensure the long-term sustainability and overall success of all EDC projects. As such, all participants must be clear on the objectives of the EDC participating organization(s) and the supporting organization(s), in addition to the outcomes each party wishes to achieve. This Memorandum of Understanding is intended to help clarify this for all participants. It is also the framework by which the ISB will evaluate the success of the project in the short and long-term and to find out whether the expected outcomes have been achieved, thereby enabling improvement of this process for future projects.

Participants:

Please list all organizations involved in this project (include those that are supporting the EDC participant by way of equipment donations, technical or financial support, or other resources) and their primary contacts.

Name of Organization	EDC Participant OR Supporting Organization	Primary Contact(s)	ISB Member Number*	E-mail
1. MGM School of Physiotherapy	<input checked="" type="checkbox"/> <input type="checkbox"/>	Dr. Rajani Mullerpatan	5043	rajani.kanade@gmail.com
2. Indian Institute of Technology, Mumbai	<input type="checkbox"/> <input checked="" type="checkbox"/>	Prof. B. Ravi Mr. Rupesh Ghyar	N/A In progress	b.ravi@iitb.ac.in
3. Cardiff University	<input type="checkbox"/> <input checked="" type="checkbox"/>	Prof. Robert van Deursen	1974	vandeursenR@cardiff.ac.uk
4. International Society of Biomechanics (ISB)	<input type="checkbox"/> <input checked="" type="checkbox"/>	John Challis	1192	jhc10@psu.edu

* A minimum of one primary contact from each organization must be a member of the ISB.

Project Proposal:

To be completed by the EDC participant:

1. What is the overall mission of your organization (e.g. to improve the independence and wellbeing of physically disabled people...) and how does this project help to support it?

The overall mission of MGMIHS is to provide healthcare services, research and higher education particularly in the area of medicine, nursing, physiotherapy and health management. Within physiotherapy/rehabilitation, training and research in the area of Biomechanics is essential to help maximize functional independence of people with physical impairments resulting from a wide spectrum of conditions i.e. repetitive stress, congenital, developmental and degenerative conditions precipitated by traumatic, vascular and pathologic origin. Precise and complete kinesiological assessment of such conditions will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management for maximal functional outcome.

2. What is the primary strategic objective(s) of this project? [Please specify details about one or more of the areas listed below. In formulating your objectives, consider specific results you would like to achieve.]

a. Teaching/educational programs: _____

- To design and seek approval for a postgraduate degree course in Biomechanics designed at a level of global merit (to enable qualified postgraduates to participate in projects conducted worldwide) and local value to meet specific functional needs of our population emerging from a lifestyle influenced by exclusive Indian culture far different from Western lifestyle.
- Establish training for students from various disciplines such as Physiotherapy, Bio-engineering, Mechanical engineering, Prosthetics - Orthotics and Orthopedics at graduate, postgraduate and PhD level.
- Enhance skills in clinical biomechanics of faculty members of MGMSOP

b. Research programs: _____

- Produce high end research in the area of human movement science related to clinical questions; to offer health care solutions global in nature and specific to the Indian population.

c. Clinical assessment – diagnosis and treatment: _____

- Provide precise and complete kinesiological assessment of congenital, developmental and degenerative conditions precipitated by traumatic, vascular and pathologic origin which will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management.

d. Other (please specify): _____

(Include additional lines if necessary)

3. What initiatives/actions (project design and/or management strategies) will be implemented to achieve the results outlined in Question 2?

a) Teaching/Educational programs:

- Curriculum for postgraduate course in Biomechanics will be designed and sought approval from MGMIHS and IIT Mumbai.

- A circular will be sent to Bio-engineering, Mechanical Engineering, Prosthetics and Orthotics and Orthopedics departments within the above mentioned Institutes to inform students from respective disciplines training schedule in biomechanics.

- Training will be imparted to faculty members in form of continuing professional development.

b) Research programs:

- Collaborative research projects between the 3 organizations will be developed to produce high end research studies encompassing fundamental and clinical biomechanics. PhD students will be appointed on appropriate research projects. Broad areas of research are-

- i. Barefoot walking and the risk of plantar ulceration (in collaboration with IIT Mumbai, Cardiff University)
- ii. Foot and knee instability and the development of OA (in collaboration with Cardiff University and the University of Sydney)
- iii. Yoga postures and their effect on the musculoskeletal system (in collaboration with IIT Mumbai and Cardiff University)

c) Clinical assessment –

- **Diagnosis and treatment:** Information pertaining to available clinical biomechanical evaluation tools will be circulated to various departments within and outside the hospital within Mumbai and Navi Mumbai. Referred patients will be assessed using biomechanical tools to arrive at precise measurement of impairments. Income generated through such services will be used for financial viability of the center. Expenses incurred for annual maintenance of laboratory equipment will be covered partly from the income generated by the center and partly from the funding acquired for research projects.

4. Who will benefit from this project? (e.g. Students, patients, etc)

- Undergraduate and postgraduate students from Physiotherapy, Bio- engineering, Mechanical Engineering, Prosthetics and Orthotics and Orthopedics department will benefit from training. Training will be imparted to students within India and across continents. Every effort will be made to enroll students from within India and countries abroad.
- Faculty members from MGMIHS will benefit from skill development in clinical biomechanics
- A Biomechanics Center with expert input from biomechanics specialists worldwide operated in India will offer global merit training at subsidized cost thereby making it affordable for students from several developing countries.
- Patients with congenital, developmental and degenerative conditions of traumatic, vascular and pathologic origin will benefit from biomechanical evaluation.



Dr. Rajesh B. Gool
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act 1956)
Navi Mumbai-410 209

5. What are the expected benefits for each group listed in Question 4? (e.g. Exposure to state-of-the-art methods of...)

- Students will be exposed to globally used state-of-the-art valid and reliable methods used for biomechanical studies such as quantitative movement analysis and plantar pressure measurement. They will receive hands-on training and have opportunities to use various biomechanical tools to conduct research in biomechanics. Such training of global merit will be available at affordable cost to students from developing countries.
- Patients will benefit from precise and complete kinesiological assessment which will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management.
- Faculty members will benefit from acquiring skills for biomechanical evaluation which will be applied in both clinical practice and student training.
- The biomechanics center will benefit from financial viability through the above mentioned expected benefits.

6. Please list proposed milestones – associated with the actions, individuals, and benefits given in Questions 3, 4, and 5, respectively – together with a timeline of events. Milestones should include specific outcomes that the collaborators wish to achieve.

Key Milestones	Time period
1. Establish Biomechanics Center: installation of equipment and pilot start	December 2013
2. Collaborative research projects	Already started. Ongoing
3. Design the curriculum for Masters degree course in Biomechanics and seek approval from the above mentioned contributing organizations	September 2014
4. Commence the course in clinical biomechanics	January 2015
5. Commencement of clinical service to patients	March 2014 onwards

7. What other authority/administrative body, such as government or college administration officials, must approve this initiative to ensure resources are allocated to the intended recipients? Has approval already been sought (please provide evidence of any approvals)?

- Administrative/competent authorities of 3 above mentioned institutes have approved development of the research activities proposed at MGM Center for Biomechanics.
- Additionally, approval will be sought for curriculum for Masters Course in Biomechanics by University Grant Commission, India and Academic Council of MGMIHS.
- The opportunity to develop and approve transnational education in association with Cardiff University will be investigated.

8. What commitments will your organization make to ensure:

a. Recognition of contributions provided by supporting organizations? (e.g. Website acknowledgment, progress reports)

- Publications and patents arising out of collaborative projects with Cardiff University and IIT Bombay will be shared by all 3 above mentioned organizations.
- MGMIHS will acknowledge the support and contribution provided by IIT

Mumbai and Cardiff University on its website.

- Technical support provided by IIT Bombay will be acknowledged in relevant presentations and publications.
- Secondly, IIT Bombay will have an opportunity to conduct clinical trials at MGM Center for Biomechanics in collaboration with host organization which will be acknowledged in related reports.
- MGMIHS will acknowledge the support and contribution provided by IIT Mumbai, Cardiff University, ISB and AMTI on its website and in relevant publications
- MGMIHS will provide agreed upon (to be decided) educational materials to ISB to further share with ISB members in support to the EDC educational program
- MGMIHS will provide a brief "Project History" for the ISB website

b. Long-term sustainability of the project (including personnel required to ensure continuation of project into the future)? (e.g. Staff training, technical support, security and maintenance, etc)

- The host organization i.e. MGM Center for Biomechanics will provide ongoing security and maintenance of equipment.
- Technical guidance for equipment selection and experimental data analysis will be provided by IIT Bombay. The equipment maintenance will be sought via annual maintenance contract from the respective vendors.
- Staff training will continue as an ongoing process which will be partially supported by MGM Center for Biomechanics.
- Any agreed joint transnational education programs would facilitate staff development.
- Income generated through clinical services will aid financial viability of MGM Center for Biomechanics. For e.g. annual maintenance of equipment and expenses incurred towards consumables.
- Income generated through tuition fees for Masters Course in Biomechanics and PhD program will partially support salary of some staff members.
- Income generated through any agreed joint initiatives would be negotiated as appropriate.
- PhD students will be recruited as research assistants on certain projects.



Supporting Organizations – Commitments and Anticipated Benefits:

What contributions will be made by the supporting organizations? Please list all support that each participant has agreed to provide (e.g. financial, in-kind, training, etc), the period over which they have committed this support, estimated costs for the organization, and how they will benefit (e.g. publicity).

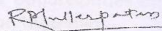
Organization	Commitments	Duration	Estimated Costs	Objectives/Benefits
MGMIHS	Allotted infrastructure for Biomechanics Center	Ongoing	Approx 1 million USD	Supports objectives outlined on pg 1.
	Allotted one competent Professor	Ongoing	Salary is paid by MGMSOP (15,000 USD)	
	Will recruit one research assistant & one laboratory technician	Ongoing	Salary will be paid by MGMIHS (6000 USD)	
	Already purchased some equipment such as emed pressure platform, activity monitoring system, Silicon coach etc. Staff training	2 weeks		
Cardiff University	Send Prof. van Deursen for 4-visits	4 visits:	Covered by ISB	Collaborative Research projects.
		Nov 2013		
		May 2014		Biomechanics lab design, installation of equipment.
		Nov 2014		
		May 2015		Provide expertise in curriculum design related to clinical biomechanics.
IIT Bombay	Technical guidance and collaborative research projects	ongoing		Using the MGMIHS Biomechanics lab for purpose of clinical testing of the products which are developed by IIT Bombay.
ISB	Financial support to send Prof. van Deursen to MGMIHS	4 visits	7,503 USD	Supports objectives outlined on pg 1; acknowledgment in appropriate media; support for development of EDC educational material.
	Coordinate donation of two second-hand, re-calibrated force platforms from AMTI with technical support for 5 years	As soon as available	Approx. 30,000 USD	AMTI acknowledgment in appropriate. MGMIHS and ISB media will strengthen relationship with AMTI.

Budget

Before any project can be endorsed by the ISB, a detailed budget for all costs involved for each participating organization must be approved by the ISB President, EDC Project Officer, and ISB Treasurer. In the budget, please consider monetary costs involved in establishing/initiating the project plus ongoing costs to ensure the project is sustainable. Please include the budget as a separate document.

Signatures of primary contact from each participating organization:

Dr. Rajani Mullerpatan



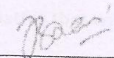
25 July 2013

Name (please print)

Signature

Date

Prof. B. Ravi



1 August 2013

Name (please print)

Signature

Date

Prof. Robert van Deursen



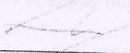
9 August 2013

Name (please print)

Signature

Date

Prof. John Challis



22nd Oct. 2013

Name (please print)

Signature

Date

(Include additional lines if necessary)

MOU with University of Sydney



THE UNIVERSITY OF
SYDNEY



MGM Institutes of Health Science

Memorandum of Understanding

Between

The Faculty of Health Sciences,

The University of Sydney, Australia (CRICOS Provider 00026A)
and

MGM School of Physiotherapy, MGM Institutes of Health Sciences
(Deemed University u/s 3 of UGC Act 1956) Navi Mumbai, India.

1. The Institutions intend to work together to develop a collaborative arrangement, whereby the institutions may participate in collaborative teaching, training, research and other agreed activities that further enhance the program and the relationship between the institutions.
2. The Institutions will use their reasonable endeavors to effect, within the institutions limitations:
 - a) will develop and pursue collaborative research projects;
 - b) visit from one institution to the other by members of their academic staff for the purpose of participating in teaching, training, research programs and other agreed activities; and
 - c) encourage (on a completely voluntary basis) the exchange of scientific materials, publications and other information between the institutions.
3. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward.
4. Before any of the activities set out in the Memorandum of Understanding are implemented, the Institutions must enter into formal and binding agreement/(s) (separate from this Memorandum of Understanding) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each Institution in relation to those activities. The institutions agree to negotiate the terms of any such agreement/(s) in good faith and for the purposes of enhancing the relationship of the Institution.

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act 1956)
Navi Mumbai-410 209

On behalf of
Partner

Dr. S.N. Kadam
Vice Chancellor

Date :

R. Mullerpatan
Dr. Rajani Mullerpatan
Professor-Director, Physiotherapy

Date : 09-03-2015

On behalf of the
The University of Sydney

Michael Spence
Dr. Michael Spence
Vice-Chancellor and Principal

Date :

K. Refshauge
Professor Kathryn Refshauge
Dean, Faculty of Health Sciences

Date :

10/2/15

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai-410 209

MOU with World Spine Centre 2013

Memorandum of Understanding for Cooperation
between
Office of Department of Physiotherapy
MGM Institute of Health Sciences, Navi Mumbai, India
and
World Spine Care
Santa Ana, California, USA

Recognizing the importance of mutual collaboration and contributions to society made by institution of higher education, both parties share a desire to develop mutually strengthening and enriching international clinical, educational and research experience for both faculty and students. The primary purpose of this agreement is to provide a general basis within which specific cooperative activities of an academic and cultural nature may be implemented involving faculty and/or students from the Department of Physiotherapy and World Spine Care. In order to promote cooperation and advancement of academic and educational exchanges between the office of Department of Physiotherapy, at MGM Institute of Health Sciences, Navi Mumbai, India and World Spine Care, the following forms of collaboration will be pursued:

1. Exchange of academic staff;
2. Exchange of students;
3. Consideration of scholarships for students from developing countries who wish to study spinal disorders;
4. Exchange of academic and clinical information and materials;
5. Joint research activities and publications;
6. Participation in conference and academic meetings; and
7. Other agreed upon academic exchanges and cooperation programs.

Article 1

Faculty and investigators at each organization will be encouraged to develop contacts and propose collaborative projects. Each project proposal will be considered on its merits and on availability of funds. The two organizations will seek internal and external sources for support of programs and exchanges, which may be developed as a result of this agreement.

Articles 2

The implementation of each program based on this Memorandum of Understanding shall be separately negotiated and agreed upon in writing by both organizations. Such agreements, along with other terms, shall address financing of the programs. Any such programs entered into, as outlined above, will form appendices to this basic agreement.



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PHYSIOTHERAPY
(MGM IUDOP)
AND
WORLD SPINE CARE (WSC)

For rendering assistance, guidance and expertise for
establishment of World Spine Care programme of MGM IUDOP at
MGM Hospital, Kamothe, Navi Mumbai

This Memorandum of Understanding is entered into on November 10, 2016 between MGM Institute's University Department of Physiotherapy, Navi Mumbai, represented by its Director (**hereinafter referred to as MGMIUDOP**) and World Spine Care, a not for profit corporation created pursuant to the laws of the State of California (**hereinafter referred to as WSC**), and herein after jointly referred to as Participants and in the singular as Participant":

- (A) And whereas the Participants acknowledge that spinal injuries and disorders are amongst the most serious and debilitating health problems with the general population and more particularly in the working class, the labour class and the underserved/economically challenged communities in and around Navi Mumbai area;
- (B) And whereas the Participants acknowledge and recognize the need for general population and more particularly in the working class, the labour class and the underserved/economically challenged communities to have access to local specialist spinal healthcare resources;
- (C) And whereas the Participants acknowledge and recognize the lack of access to health care on spinal disorders could lead to physical and mental distress resulting in adverse economic implications to those who depend on manual labour and manual exertion for survival;
- (D) And whereas MGMIUDOP acknowledge and recognize that WSC is supported by the Decade of the Bone and Joint, currently the Global Alliance for

Musculoskeletal Health, an Initiative of the World Health Organization and numerous other professional spine societies;

- (E) And whereas the WSC has noted and appreciated that MGMIUDOP is committed to providing quality health services in the area of spinal injuries and disorders at the Kamothe hospital to the general public and specially to the working class, the labour class and the underserved communities in Navi Mumbai,
- (F) And whereas the WSC has agreed to assist MGMIUDOP for treating spinal injuries and disorders by providing its guidance, supervision, assistance and medical expertise's to MGMIUDOP. The Participants have decided to reduce the said understanding by way of the present Memorandum of Understanding.

PARAGRAPH 1

PURPOSE

- 1.1. The purpose of this Memorandum of Understanding (MOU) is to facilitate the setting up of MGMIUDOP- World Spine Care programme (MGM-WSC) and to record the terms and conditions under which WSC will provide its expertise's assistance and cooperation for the establishment of the MGM's-WSC clinic in the MGM Hospital , Kamothe, Navi Mumbai Department of Physiotherapy (hereinafter referred to as "MGM's WSC").
- 1.2 The MGM-WSC is a programme under which WSC will provide its medical expertise's and guidance in the field of spinal injuries, disorders and spine care. This agreement or programme does not amount to a transfer of rights or interest in the premises or land of whatsoever nature by MGM nor does it amount to parting with possession of the premises or land in any event whatsoever by MGM. This is a programme and not a partnership and neither party holds the right to obligate the other party without its express written permission other than as set out specifically in this agreement

PARAGRAPH 2

DEFINITIONS

- 2.1 **Spine:** means the neuro-musculoskeletal structures that make up the vertebral column from the base of the skull to the coccyx;
- 2.2 **Spinal Disorders:** means disorders of the Spine that can result in pain, neurological deficits, disability and / or deformity; and
- 2.3 **Spinal Injuries:** means injuries to the Spine that result in pain, neurological deficits, disability or deformity.

PARAGRAPH 3

DESCRIPTION OF THE PROJECT

The Participants have identified the following as goals/objectives of the programme which are as follows to:

- 3.1 Identify health care resources at MGMIUDOP, which could be considered in the establishment of an evidence-based Spine care program;
- 3.2 Establish MGM's WSC clinic in MGMIUDOP at Kamothe Hospital, Navi Mumbai.
- 3.3 Train MGMIUDOP spine care specialists in the use of the WSC spine care toolkit
- 3.4 Ensure worldwide interaction of health professionals to share knowledge on the assessment and management of spinal problems and harmonize treatment efforts; and
- 3.5 Eventually expand the spine care program to other communities where there is currently no access to spine care

The Participants have identified the following as the expected outcomes of the programme:

- 3.6 Improved health and healthcare of people with Spinal Disorders and injuries in Kamothe and Navi Mumbai area and eventually rural communities at reasonable and economical costs

- 3.7 Having trained and skilled individuals in Spine care from the communities where WSC programs exist; and
- 3.8 Ongoing and sustainable Spine care at the Department of Physiotherapy and the establishment of similar programs in other communities.

PARAGRAPH 4

FUNDING OF THE PROJECT

4. MGM University will provide the funding to establish and maintain the MGM-WSC project within the domains of the hospital. WSC will provide medical expertise, assistance and cooperation.

PARAGRAPH 5

COMMITMENTS OF WSC

WSC undertakes to:

- 5.1 Train the MGMIUDOP's Clinic Supervisors in the World Spine Care evidence-based protocols, documentation, database management, and education and prevention programs (the WSC "Toolkit"). The Clinic Supervisor will have access to all current and future WSC evidence-based education and exercise programs developed by the WSC research and clinical teams;
- 5.2 Provide ongoing updates of the model of care, documentation and data collection according to current evidence;
- 5.3 Assist in the implementation of the WSC program in MGM's WSC clinic. The Clinical Director of WSC will spend two weeks in Kamothe with the MGMIUDOP's Clinic Supervisors to ensure effective implementation of the program;
- 5.4 Provide specialist supervision and training on an as needed basis. MGMIUDOP's Clinic Supervisor will participate in monthly meetings with other WSC Clinic Supervisors, the Clinical Director and other clinical team members;

- 5.5 Provide the Clinic Supervisor access to the WSC clinical and research committees. The list of these experts, including biographies and photos, can be found on the WSC website. (www.worldspinecare.org)
- 5.6 Help MGM-WSC and support research initiatives depending on need and interest. This support will be in the way of expertise and supervision of researchers, and seeking grants to conduct research on the burden of spinal disorders and spinal health care needs in rural and underserved communities in Navi Mumbai;
- 5.7 Monitor the efficacy of the MGM's WSC clinic through on-going clinical research;
- 5.8 Advance the level of spine care in underserved communities by assisting and collaborating in organizing advanced education programs in conjunction with the major international spine societies on the management of spinal disorders. These educational programs will include presentations by specialists and researchers who have international reputation in the field;
- 5.9 Assist in establishing local public health programs such as a scoliosis and spine deformity screening program and public education.

PARAGRAPH 6

COMMITMENTS OF MGMIUDOP

MGMIUDOP undertakes to:-

- 6.1 Use its own space and basic furniture, such as chairs and desks, basic diagnostic equipment and monthly medical supplies, such as, gloves, gowns etc. for the project
- 6.2 Provide support staff for the MGM-WSC to establish and operate the Project;
- 6.3 Provide translators to assist volunteer clinicians working at the MGM's WSC Clinic when required

- 6.4 Allow for direct referral by the clinicians of the MGM's WSC Clinic of their patients to medical specialists, when required, within or outside of the hospital;
- 6.5 Provide laboratory and x-ray reports for patients receiving care at the MGM's WSC Clinic whenever deemed necessary by the Clinic Supervisors.
- 6.6 Provide accommodation and local travel expenses for the WSC Clinical Director during the implementation and yearly visits for the first 3 years of the Project. These visits will be approximately two weeks in duration;
- 6.7 Facilitate and support the review of WSC research proposals with the goal of ensuring permission to conduct research projects on spinal disorders that are expected to be carried out through the WSC program
- 6.8 Use its best efforts to arrange for registration and insurance for clinical volunteers and researchers with MGMIHS as required.

PARAGRAPH 7

ESTABLISHMENT OF MGM-WSC PROJECT IMPLEMENTATION TEAM

- 7 The MGMIUDOP shall establish a Project Implementation Team. The functions of the Project implementation team will be to ensure the efficient and effective implementation for the Project. This team will be made up of representatives from MGMIUDOP and WSC, and will be appointed by each entity of the participants of this MOU.

PARAGRAPH 8

MANDATE OF THE MGM-WSC PROJECT IMPLEMENTATION TEAM

The functions of the MGM- WSC Project implementation team will be to:

- 8.1 Oversee the implementation of the whole MGM-WSC Project. Notwithstanding the foregoing, the specific functions of the Spine Care Project implementation team will be provided for in the Terms of Reference to be developed by the Participants;
- 8.2 Assign resources needed for MGM-WSC Project These will be developed in discussion during November 2016 Visit.

PARAGRAPH 9

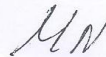
REPORTING AND NOTICES

- 9.1 WSC will collaborate on the creation of yearly reports to MGMIUDOP on the progress of services provided through this MGM-WSC Project through the Clinic Supervisor.
- 9.2 Submit to the WSC Clinical Director a monthly report, all clinic databases (these have no patient names and are stored in a secure location);
- 9.3 The Clinical Supervisor must participate in monthly WSC Clinic Supervisor online meeting where issues related to the clinics are discussed.
- 9.4 All notices required or permitted under this MOU will be in writing and will be deemed duly given when delivered by registered mail or facsimile transmission, to each participant at the addresses set forth below or at the addresses the participants may designate to each other in writing

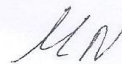
PARAGRAPH 10

WORLD SPINE CARE DESIGNATION

10. World Spine Care is an internationally recognized brand with a reputation for the highest quality, evidence-based care for spinal disorders. Any site that wishes to carry the World Spine Care designation must uphold these standards. To ensure that the quality of care and reporting is maintained, WSC requires that any WSC location must adhere to the following requirements:



- 10.1 The Clinical Supervisor must use the WSC clinical documentation and databases and update those when new versions are released;
- 10.2 Submit to the WSC Clinical Director a monthly report, all clinic databases (these have no patient names and are stored in a secure location);
- 10.3 The Clinical Supervisor must participate in monthly WSC clinic supervisor online meeting where issues related to the clinics are discussed
- 10.4 The Clinical Supervisor/s must submit, on yearly basis, a list of continuing education credits
- 10.5 The Clinical Supervisor/s must follow evidence-based protocols in the clinic;
- 10.6 The WSC Clinical Director or designated representative will visit the MGM's WSC Project once a year for at least 3 years and possibly beyond for collaboration;
- 10.7 The MGMIUDOP must be willing to host WSC clinical volunteer associates on a short-term basis (up to maximum of 6 months). These volunteers are responsible for all their own expenses.
- 10.8 The MGM-WSC will not discriminate on the basis of sex, gender, race, religion, income, sexual orientation, or age in the delivery of services.
- 10.9 The MGM-WSC will not discriminate in the qualifications of participating volunteers.
- 10.10 Volunteer clinicians, researchers and laypersons may practice according to their training and expertise but should be licensed to practice their profession in their home country. Clinicians, however, must provide evidence based care as determined by WSC protocols. WSC programs accept clinicians who are trained medical physicians, chiropractors, physical therapists, osteopathic physicians, nurses, and acupuncturists as well as other qualified clinicians who offer spine care. In addition, yoga or tai chi practitioners and traditional healers are encouraged to participate in the WSC integrated team of clinicians. Clinicians must practice within their scope of practice in their licensing country but competence in specific spine interventions and the level of responsibility of all



clinicians may be determine or limited by the WSC clinical committee in collaboration with MGM-WSC.

PARAGRAPH 11

COMMENCEMENT, DURATION AND TERMINATION

- 11.1 This MOU will come into effect upon the signature of the Participants hereto and will remain in force for a period of five years.
- 11.2 Any Participant may terminate this MOU by giving ninety days written notice to the other Party.
- 11.3 The Participants will consult prior to termination, to determine how any outstanding matters arising out of this MOU will be dealt with.

PARAGRAPH 12

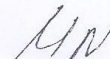
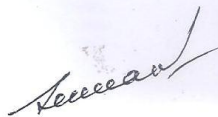
AMENDMENTS AND REVISION

12. This MOU may be amended or revised at any time by the mutual written consent of the Participants. No amendments or revisions will have any effect unless written and signed for by the Participants.

PARAGRAPH 13

DISPUTE RESOLUTION

13. Any dispute between the Participants arising out of the interpretation application or implementation of the MOU will be resolved by amicable consultation among the Participants, and will not be referred to any national or international tribunal, arbitrator or any third party for settlement.
- 13.1 Both parties will advise the other in the event of any matter arising which could affect the relationship of the parties or the goodwill of either party.



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PHYSIOTHERAPY
(MGM IUDOP)
AND
WORLD SPINE CARE (WSC)

For rendering assistance, guidance and expertise for
establishment of World Spine Care programme of MGM IUDOP at
MGM Hospital, Kamothe, Navi Mumbai

This Memorandum of Understanding is entered into on November 10, 2016 between MGM Institute's University Department of Physiotherapy, Navi Mumbai, represented by its Director (**hereinafter referred to as MGMIUDOP**) and World Spine Care, a not for profit corporation created pursuant to the laws of the State of California (**hereinafter referred to as WSC**), and herein after jointly referred to as Participants and in the singular as Participant":

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- (D) And whereas MGMIUDOP acknowledge and recognize that WSC is supported by the Decade of the Bone and Joint, currently the Global Alliance for

Musculoskeletal Health, an Initiative of the World Health Organization and numerous other professional spine societies;

- (E) And whereas the WSC has noted and appreciated that MGMIUDOP is committed to providing quality health services in the area of spinal injuries and disorders at the Kamothe hospital to the general public and specially to the working class, the labour class and the underserved communities in Navi Mumbai,
- (F) And whereas the WSC has agreed to assist MGMIUDOP for treating spinal injuries and disorders by providing its guidance, supervision, assistance and medical expertise's to MGMIUDOP. The Participants have decided to reduce the said understanding by way of the present Memorandum of Understanding.

PARAGRAPH 1

PURPOSE

- 1.1. The purpose of this Memorandum of Understanding (MOU) is to facilitate the setting up of MGMIUDOP- World Spine Care programme (MGM-WSC) and to record the terms and conditions under which WSC will provide its expertise's assistance and cooperation for the establishment of the MGM's-WSC clinic in the MGM Hospital , Kamothe, Navi Mumbai Department of Physiotherapy (hereinafter referred to as "MGM's WSC").
- 1.2 The MGM-WSC is a programme under which WSC will provide its medical expertise's and guidance in the field of spinal injuries, disorders and spine care. This agreement or programme does not amount to a transfer of rights or interest in the premises or land of whatsoever nature by MGM nor does it amount to parting with possession of the premises or land in any event whatsoever by MGM. This is a programme and not a partnership and neither party holds the right to obligate the other party without its express written permission other than as set out specifically in this agreement

PARAGRAPH 2

DEFINITIONS

- 2.1 **Spine:** means the neuro-musculoskeletal structures that make up the vertebral column from the base of the skull to the coccyx;
- 2.2 **Spinal Disorders:** means disorders of the Spine that can result in pain, neurological deficits, disability and / or deformity; and
- 2.3 **Spinal Injuries:** means injuries to the Spine that result in pain, neurological deficits, disability or deformity.

PARAGRAPH 3

DESCRIPTION OF THE PROJECT

The Participants have identified the following as goals/objectives of the programme which are as follows to:

- 3.1 Identify health care resources at MGMIUDOP, which could be considered in the establishment of an evidence-based Spine care program;
- 3.2 Establish MGM's WSC clinic in MGMIUDOP at Kamothe Hospital, Navi Mumbai.
- 3.3 Train MGMIUDOP spine care specialists in the use of the WSC spine care toolkit
- 3.4 Ensure worldwide interaction of health professionals to share knowledge on the assessment and management of spinal problems and harmonize treatment efforts; and
- 3.5 Eventually expand the spine care program to other communities where there is currently no access to spine care

The Participants have identified the following as the expected outcomes of the programme:

- 3.6 Improved health and healthcare of people with Spinal Disorders and injuries in Kamothe and Navi Mumbai area and eventually rural communities at reasonable and economical costs

- 3.7 Having trained and skilled individuals in Spine care from the communities where WSC programs exist; and
- 3.8 Ongoing and sustainable Spine care at the Department of Physiotherapy and the establishment of similar programs in other communities.

PARAGRAPH 4

FUNDING OF THE PROJECT

4. MGM University will provide the funding to establish and maintain the MGM-WSC project within the domains of the hospital. WSC will provide medical expertise, assistance and cooperation.

PARAGRAPH 5

COMMITMENTS OF WSC

WSC undertakes to:

- 5.1 Train the MGMIUDOP's Clinic Supervisors in the World Spine Care evidence-based protocols, documentation, database management, and education and prevention programs (the WSC "Toolkit"). The Clinic Supervisor will have access to all current and future WSC evidence-based education and exercise programs developed by the WSC research and clinical teams;
- 5.2 Provide ongoing updates of the model of care, documentation and data collection according to current evidence;
- 5.3 Assist in the implementation of the WSC program in MGM's WSC clinic. The Clinical Director of WSC will spend two weeks in Kamothe with the MGMIUDOP's Clinic Supervisors to ensure effective implementation of the program;
- 5.4 Provide specialist supervision and training on an as needed basis. MGMIUDOP's Clinic Supervisor will participate in monthly meetings with other WSC Clinic Supervisors, the Clinical Director and other clinical team members;

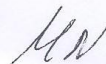
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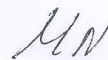
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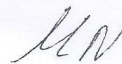
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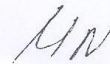
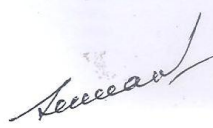
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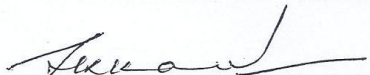
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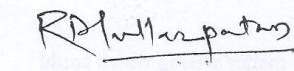
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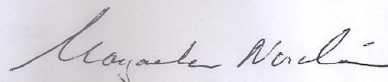
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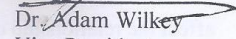
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SIGNED AT MGM INSTITUTE OF HEALTH SCIENCES, Kamothe, Navi
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Dr. (Lt. Gen.) S.K. Kaul
Vice Chancellor
MGM Institute of Health Sciences
Kamothe, Navi Mumbai
India -410 209.
Tel: 02227432471


Dr. Rajani Mullerpatan
Professor-Director
MGM Institute's
University Department of Physiotherapy
Kamothe, Navi Mumbai India -410 209


Prof. Margareta Nordin
President
World Spine Care Europe
Mira House, 1 Miry Lane
Thongsbridge
Holmfirth, England
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Tel: +44 754 371 3107


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Vice President
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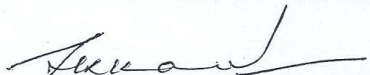
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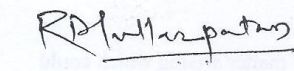
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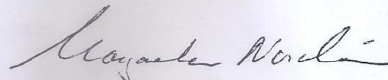
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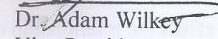
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HD9 7SA
Tel: +44 754 371 3107


Dr. Adam Wilkey
Vice President
World Spine Care Europe

Articles 3

Both organizations shall designate a program officer to develop and coordinate the specific programs agreed upon.

Articles 4

Each organization will allow the other to use its logo and web site link and to create a link from each other's web site.

Articles 5

This Memorandum of Understanding will be in force for five years and is subject to revision, renewal or modification by mutual written agreement. It is also understood that either organization may terminate the agreement at any time, although it is assumed the action would only be taken after mutual consultations in order to avoid any possible inconvenience to the other organization.

Articles 6

Both organizations agree to comply with applicable laws and regulations respecting the implementation of this Memorandum of Understanding and any specific programs subsequently agreed upon.

Articles 7

This Memorandum of Understanding shall become effective on the day when the representatives of both organization affix their signatures to the agreement, in accordance with their own regulations. Dr. Rajani P. Mullerpatan, Professor and Director, Department of Physiotherapy at MGM Institute of Health Sciences, Navi Mumbai, India and Dr. Scott Haldeman, President of World Spine Care, are the representative officers for this program.

For :

Department of Physiotherapy
at MGM Institute of Health Sciences,
Navi Mumbai, India.

Dr. S.N.Kadam,
Vice Chancellor
MGM Institute of Health Sciences,

Date: 11-12-2013

R. Mullerpatan

Dr. Rajani P. Mullerpatan
Professor and Director
Office of Department of Physiotherapy

Date: 11-12-2013

For :

World Spine Care, Santa Ana, California
United States of America

Scott Haldeman, D.C., MD, PhD
President
World Spine Care

Date: 2/21/2014

MOU with World Spine Centre

2016

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PHYSIOTHERAPY
(MGM IUDOP)
AND
WORLD SPINE CARE (WSC)

For rendering assistance, guidance and expertise for
establishment of World Spine Care programme of MGM IUDOP at
MGM Hospital, Kamothe, Navi Mumbai

This Memorandum of Understanding is entered into on November 10, 2016 between MGM Institute's University Department of Physiotherapy, Navi Mumbai, represented by its Director (**hereinafter referred to as MGMIUDOP**) and World Spine Care, a not for profit corporation created pursuant to the laws of the State of California (**hereinafter referred to as WSC**), and herein after jointly referred to as Participants and in the singular as Participant":

- (A) And whereas the Participants acknowledge that spinal injuries and disorders are amongst the most serious and debilitating health problems with the general population and more particularly in the working class, the labour class and the underserved/economically challenged communities in and around Navi Mumbai area;
- (B) And whereas the Participants acknowledge and recognize the need for general population and more particularly in the working class, the labour class and the underserved/economically challenged communities to have access to local specialist spinal healthcare resources;
- (C) And whereas the Participants acknowledge and recognize the lack of access to health care on spinal disorders could lead to physical and mental distress resulting in adverse economic implications to those who depend on manual labour and manual exertion for survival;
- (D) And whereas MGMIUDOP acknowledge and recognize that WSC is supported by the Decade of the Bone and Joint, currently the Global Alliance for



Musculoskeletal Health, an Initiative of the World Health Organization and numerous other professional spine societies;

- (E) And whereas the WSC has noted and appreciated that MGMIUDOP is committed to providing quality health services in the area of spinal injuries and disorders at the Kamothe hospital to the general public and specially to the working class, the labour class and the underserved communities in Navi Mumbai,
- (F) And whereas the WSC has agreed to assist MGMIUDOP for treating spinal injuries and disorders by providing its guidance, supervision, assistance and medical expertise's to MGMIUDOP. The Participants have decided to reduce the said understanding by way of the present Memorandum of Understanding.

PARAGRAPH 1

PURPOSE

- 1.1. The purpose of this Memorandum of Understanding (MOU) is to facilitate the setting up of MGMIUDOP- World Spine Care programme (MGM-WSC) and to record the terms and conditions under which WSC will provide its expertise's assistance and cooperation for the establishment of the MGM's-WSC clinic in the MGM Hospital , Kamothe, Navi Mumbai Department of Physiotherapy (hereinafter referred to as "MGM's WSC").
- 1.2 The MGM-WSC is a programme under which WSC will provide its medical expertise's and guidance in the field of spinal injuries, disorders and spine care. This agreement or programme does not amount to a transfer of rights or interest in the premises or land of whatsoever nature by MGM nor does it amount to parting with possession of the premises or land in any event whatsoever by MGM. This is a programme and not a partnership and neither party holds the right to obligate the other party without its express written permission other than as set out specifically in this agreement

PARAGRAPH 2

DEFINITIONS

- 2.1 **Spine:** means the neuro-musculoskeletal structures that make up the vertebral column from the base of the skull to the coccyx;
- 2.2 **Spinal Disorders:** means disorders of the Spine that can result in pain, neurological deficits, disability and / or deformity; and
- 2.3 **Spinal Injuries:** means injuries to the Spine that result in pain, neurological deficits, disability or deformity.

PARAGRAPH 3

DESCRIPTION OF THE PROJECT

The Participants have identified the following as goals/objectives of the programme which are as follows to:

- 3.1 Identify health care resources at MGMIUDOP, which could be considered in the establishment of an evidence-based Spine care program;
- 3.2 Establish MGM's WSC clinic in MGMIUDOP at Kamothe Hospital, Navi Mumbai.
- 3.3 Train MGMIUDOP spine care specialists in the use of the WSC spine care toolkit
- 3.4 Ensure worldwide interaction of health professionals to share knowledge on the assessment and management of spinal problems and harmonize treatment efforts; and
- 3.5 Eventually expand the spine care program to other communities where there is currently no access to spine care

The Participants have identified the following as the expected outcomes of the programme:

- 3.6 Improved health and healthcare of people with Spinal Disorders and injuries in Kamothe and Navi Mumbai area and eventually rural communities at reasonable and economical costs

- 3.7 Having trained and skilled individuals in Spine care from the communities where WSC programs exist; and
- 3.8 Ongoing and sustainable Spine care at the Department of Physiotherapy and the establishment of similar programs in other communities.

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FUNDING OF THE PROJECT

4. MGM University will provide the funding to establish and maintain the MGM-WSC project within the domains of the hospital. WSC will provide medical expertise, assistance and cooperation.

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COMMITMENTS OF WSC

WSC undertakes to:

- 5.1 Train the MGMIUDOP's Clinic Supervisors in the World Spine Care evidence-based protocols, documentation, database management, and education and prevention programs (the WSC "Toolkit"). The Clinic Supervisor will have access to all current and future WSC evidence-based education and exercise programs developed by the WSC research and clinical teams;
- 5.2 Provide ongoing updates of the model of care, documentation and data collection according to current evidence;
- 5.3 Assist in the implementation of the WSC program in MGM's WSC clinic. The Clinical Director of WSC will spend two weeks in Kamothe with the MGMIUDOP's Clinic Supervisors to ensure effective implementation of the program;
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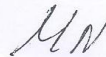
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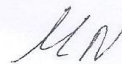
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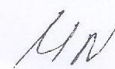
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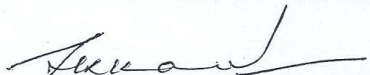
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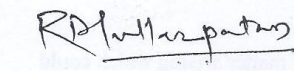
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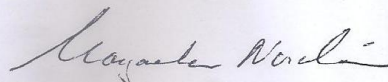
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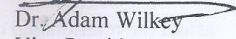
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SIGNED AT MGM INSTITUTE OF HEALTH SCIENCES, Kamothe, Navi
Mumbai this 10th DAY OF NOVEMBER 2016.


Dr. (Lt. Gen.) S.K. Kaul
Vice Chancellor
MGM Institute of Health Sciences
Kamothe, Navi Mumbai
India -410 209.
Tel: 02227432471


Dr. Rajani Mullerpatan
Professor-Director
MGM Institute's
University Department of Physiotherapy
Kamothe, Navi Mumbai India -410 209


Prof. Margareta Nordin
President
World Spine Care Europe
Mira House, 1 Miry Lane
Thongsbridge
Holmfirth, England
HD9 7SA
Tel: +44 754 371 3107


Dr. Adam Wilkey
Vice President
World Spine Care Europe

MOU with
Kaivalyadhama S.M.Y.M Samidhi



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made at Navi Mumbai this 19th day of November, 2018.

MGM Institute of Health Sciences, a deemed to be University having its office at Plot No 1 & 2, Sector No.1 Kamothe Navi Mumbai, 410-209 through the MGM School of Physiotherapy and MGMIHS OMICS Research Center represented by its Authorized representative Dr Rajesh Goel, Registrar (hereinafter referred to as the "Institute ")

AND

Kaivalyadhama S.M.Y.M.Samiti , having its office at Swami Kuvalyananda Marg, Parsi Colony, Lonavla, Maharashtra 410403 through its Authorized representative, Mr Subodh Tiwari , Chief Executive Officer (hereinafter referred to as "Samiti")

WHEREAS:

1. The MGM School of Physiotherapy has been established in the year 2008 and is run and administered by the MGM Institute of Health Sciences, a deemed to be University. The Institute undertakes and conducts the BPT course (a 4 1/2 year course) and MPT course (2 year course). The Institute provides good quality education to its students in the field of Physiotherapy and has all the required facilities including research facilities and advanced laboratories. The Institute also undertakes research projects and programs for its students and faculty. The Institute has already undertaken various projects, programs and research activities with World Spine Care, University of Sydney and IIT Mumbai.
2. The MGM School of Physiotherapy is desirous of providing its students/faculty with the advanced knowledge and experience of applying yogic practices, asanas, therapies in the Physiotherapy field/treatment with an objective to enhance students/faculty knowledge and providing to the society a well educated mind and experienced hands in advancing the healing process and in an attempt to ensure that the patient, his/her attendants and other persons (preventive cure) get the benefit of yogic practices and asanas with scientific evidence in conjunction with modern techniques whereby the healing/recovery process would be enhanced and made more effective.



3. MGMIHS OMICS Research Center is a centre of excellence in drug discovery and molecular diagnostics. Center is accelerating the basic and applied research. Using various domains of OMICS such as genomics, proteomics and computational biology, this center is providing unique and exploratory platform for discovery research. Research and technology innovation of center is mainly revolving around the integration of advanced knowledge of protein science, enzymology, metabolic network, natural products chemistry, green synthesis etc. The thrust area of this centre i.e. biomarker discovery, rational drug discovery, nano-biotechnology, reversal of drug resistance and green technology. Presently centre is actively engaged in discovery and diagnostic research in the area of tuberculosis, malaria, obesity and diabetes. MGMIHS OMICS Research Center is an interdisciplinary synergy and it is also acting as central facility for MGMIHS research. Faculty, clinician, scientific staff and students are using this facility. Researchers of centre have been also awarded by various national and international organization/foundation.
4. The Institute has the available infrastructure, laboratories, facilities and opportunities to evaluate yoga interventions (both at molecular level and bio mechanical investigations), to evaluate the effect of the yoga asanas, practices, kriyas on patients and other healthy willing participants, to measure, test and investigate the effect of the yoga asanas, practices, kriyas on the patients and other healthy willing participants.
5. Samiti was established in the year 1924 by Rev. Swami Kuvalayananda and is a pioneer institute to carryout scientific and philosophic literary research, training and therapy in yoga. The Samiti is aided by the Ministry of HRD, Government of India and affiliated to the Pune University as a Research Institute. The Center has been recognized as a Scientific Research Institute by the Department of Scientific and Industrial Research Organization under Ministry of Science and Technology, Government of India.
6. Samiti has yoga instructors/yoga teachers and has initiated yoga awareness programs and projects patients, their attendants and other health persons (preventive cure) with various ancient effortless yoga practices and asanas, relaxation and healing techniques for the body and mind so as to help in a faster recovery and well being of the body, mind and soul.
7. Samiti has available with it and/or has the ability to design yoga interventions (methods of Yoga kriyas), the ability to participate in the delivery of the yoga interventions and to play an important role in explaining, training the participant (patient and healthy person) and students.

Signature

Signature



Signature

8. The parties intend to work together to develop a collaborative arrangement whereby the parties agree to participate in collaborative patient care, student training, research projects and other activities like conducting workshops, awareness camps etc and also to jointly evaluate and interpret the final outcome of combining their respective expertise and resources .
9. The aim and object of working together is to enhance the use of yogic asanas, *kriyas*, practices and methods and thereby generate scientific evidence for yoga practices. The parties intend to do undertake robust research and investigations, its effect and derive archivable evidence to demonstrate the meeting of yoga and science and its combined benefits etc.
10. The parties are desirous of reducing the basic understanding and the terms and conditions in writing.

IT IS NOW AGREED BETWEEN THE PARTIES AS FOLLOWS:-

11. The parties will use their reasonable endeavors to effect with best ethical practices, within the parties limitations :-
 - (a) To attain the aims and objectives as stated herein above;
 - (b) To use their independent expertise, knowledge, infrastructure , facilities to design, develop and enhance the use of Yoga interventions in patient care and health promotion;
 - (c) To study /evaluate the interventions, to measure, test and investigate the effect of the yoga interventions and develop joint devices, products, intellectual properties etc ;
 - (d) To participate in delivering the yoga interventions, explaining and training the participants including patients, students and faculty etc;
 - (e) To develop and pursue collaborative research projects, shared intellectual property;
 - (f) To visit the other party/deploy members of its team for the purpose of participating in patient care, student training, research programs and other agreed activities;
 - (g) To encourage the exchange of scientific methods, materials publications and other information between parties ;
 - (h) To provide assistance on research projects and scientific inputs to develop and advance the use of yoga and yogic practices in physiotherapy and for the advancement treatment provided to patients;

Subodh Kumar



Dr. Rajesh B. Gool

- (i) To undertake joint discussions and interactive sessions between the faculty/teachers of the institutions so as to solve problem areas, address issues and discuss on new methods and/or combined practices to develop and better treatment and patient care;


12. The parties agree that this Memorandum of Understanding is in no way intended to create legal or binding obligations on either parties and serves only as a record of the parties current intentions to enhance relationships of the parties between them with a view and object to improve health related quality of life of people with disorders and integrate them in the society.
13. Before any of the activities set out in this MOU are undertaken or implemented, the parties agree to execute formal and binding agreements/documents between them which will detail the specific form, and contents of the activities, address the responsibilities and rights of each of the parties in relation to the activities. The parties agree to negotiate the terms of any such agreement(s) in good faith and for the purposes of enhancing the relationships of the parties and in furtherance of the aims and objectives of this Memorandum of Understanding.

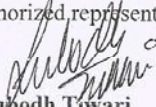
For MGM Institute of Health Sciences

For Kaivalyadhama S.M.Y.M.Samiti

Authorized representative


Authorized representative

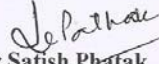

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

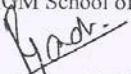

Shri Subodh Tiwari
Chief Executive Officer

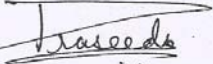
Chief Research Officers

Chief Research Officer


Dr. Rajani Mullerpatan
Director,
MGM School of Physiotherapy
MGM School of Physiotherapy
MGMIHS, Navi Mumbai

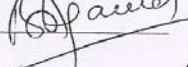

Dr. Satish Phatak
Research Associate


Dr. Raman P. Yadav
Technical Director,
MGMIHS OMICS Research Center


Dr. Praseeda Menon
Research Officer

Witness:

Witness:

1. 
I/C Principal
MGM School of Physiotherapy
Navi Mumbai



1. 



MOU with Sancheti College, Pune



Testing Agreement

This Testing Agreement ("**Agreement**") dated 13th day of September Two Thousand Eighteen ("**Effective Date**")

by and between Sancheti Institute College Of Physiotherapy, Sancheti Healthcare Academy, 12, Thube Park, Shivajinagar, Pune – 411005 represented by its authorized signatory Dr Nilima Bedekar (**Hereinafter referred to as the Institute**)

AND

MGM Institute of Health Sciences, Navi Mumbai through the MGM School of Physiotherapy having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 (**Hereinafter referred to as the Organization**).

WHEREAS

1. The Institute has submitted an exercise protocol which involves three types of Suryanamaskar namely traditional, chair and wall Suryanamaskar (the "**Exercise protocol**") which could be used for enabling mobility in persons with impairments (the "**Purpose**")
2. Dr Apurv Shimpi(PT), Professor, from Sancheti Institute College Of Physiotherapy, Sancheti Healthcare Academy, Pune at the Institute together with certain research scholars at the Institute have developed the Exercise Protocol, the intellectual property which is owned exclusively by the Institute.
3. The Institute contemplates that after the development of the **Exercise protocol**, it will be necessary to test the said **Exercise protocol** in certain controlled conditions (the "**Testing**").
4. The Organization has the facilities to conduct the test and is willing to participate in the Testing of the **Exercise protocol** with the Institute upon terms and conditions as set out herein. The Institute has inspected the said available infrastructure, facilities, interacted with the staff and employees, is satisfied with and has approved the same.

The Parties hereto have therefore mutually agreed as follows:

1. SCOPE OF WORK

1.1 Conduct of the Testing.

The parties agree to conduct the Testing in a controlled environment based upon the

terms and conditions contained in this Agreement and in terms of the protocol to be mutually agreed between the Institute and the Organization prior to the time of the Testing. The organization shall get clearance from the Institutional Review Board and Ethics committee and communicate the same to the Institute, which will be final and binding on both the parties.

1.2 Care and Skill:

The Organization, its employees and staff will:-

- a) exercise all due care, diligence and skill necessary for carrying out testing activities;
- b) use reasonable endeavours to complete the agreed work within the time specified or extended time as agreed by the parties in writing;
- c) allocate sufficient staff time during one year between January 2018 to December 2018 (amounting to 360 hrs/ 50 working days) (with suitable qualification/experience) for the testing;
- d) obtain the Informed Consent of the concerned participants ;
- e) keep the records of the participants and the Institute confidential;

1.3 Principal Investigator.

Dr. Apurv Shimpi, Professor, Sancheti Institute College Of Physiotherapy, of the Institute will serve as the principal investigator ("**Principal Investigator**") for the Testing. The Principal Investigator is not a party to this Agreement and acts solely as an employee of Institute.

- 1.4 The Institute will supply the necessary materials to conduct the Testing, and also information for the purpose of the Testing. The Organization is responsible for proper conduct of the Testing under the supervision of its domain expert. The parties agree that their respective authorized representative shall remain present at the time of testing, participate therein and sign the daily report/daily work done report as a mark of approval of the quality and procedure of testing done by the Organization. The said daily report/daily work done report shall be evidence of the fact that the testing has been done as per the approved procedure, methods and standards operating procedures of MGM Center of Human Movement Science, Navi Mumbai.

- 1.5 The Organization shall provide a list of participants who have provided their written consent for participating in the testing of the Exercise Protocol after being informed by the organization of the Exercise Protocol , its purposes, the probable inherent risks involved in the use of the Exercise Protocol etc (the "**Informed Consent**") to the Testing of the Exercise Protocol. The Organization acknowledges that it has been and shall ensure that it will fully inform the participants about the Exercise Protocol, the Testing Protocol and the Purpose of the Exercise Protocol before obtaining the participants Informed Written Consent. The Testing Protocol will contain the details of the number of Exercise Protocols to be used during the Testing. The written consent format as approved by the parties hereto and generally accepted by the Ethical Committee for Research on Human Subjects, MGMIHS is enclosed herewith. A short write up of the information (as approved by the parties) to be provided to the participants is annexed hereto as Annexure 1.

1.6 Testing Report.

All the reports (including the Testing Report) testing data and materials used for the purpose of this Agreement shall be owned by the Institute and the Organization. With the prior mutual consent, the Institute or the Organization may use the Testing Report for any purpose as deemed necessary including internal research, teaching, archival purposes and publication. The Organization will keep, maintain and regularly update the testing report and shall upon demand in writing by the Institute, through their authorized representatives provide copies as requested. The final testing report will be submitted to the Institute as required by the Institute. The Organization will create a testing report at the beginning of the Testing and will include in the report the details in terms of the Testing Protocol including outputs of the Testing, financial reports, the originals of the Informed Consent obtained, comments from the participants etc (the "Testing Report").

2. MEETING OF THE EXPENSES

Costs and Expenses.

The Institute will pay an amount of INR 86,000 (50% of the cost of testing which is INR 1,72,000) at the time of signing the agreement. Further, the Institute will meet the costs of testing (to the extent of the approved budget), within a period of 30 -45 days from date of receipt of the bills from the Organization. The payments shall be made in the name of MGM Centre of Human Movement Science. The Institute agrees and undertakes to pay interest @ of 18% for the delay in payment of the bills beyond the period of 45 days from the date of receipt of the bills from the Organization.

3. INTELLECTUAL PROPERTY

3.1 Pre-existing Intellectual Property.

Ownership of inventions, discoveries, works of authorship, and other developments existing as of the Effective Date and all patents, ("Pre-existing Intellectual Property") is not affected by this Agreement. Neither party shall have any claims to or rights in any Pre-existing Intellectual Property of the other party, except as may be expressly provided in any other written agreement between the parties.

3.2 Intellectual Property Agreements.

Intellectual Property (IP) generated as part of or as a consequence of the Testing shall be jointly owned by the parties. The Organization and the Institute will inform each other if any IP is created and will co-operate and provide consent for sharing of IP rights, making applications for registration including provisional registration etc.



4. TESTING DATA

4.1 Testing Data.

Organization shall own and maintain all the Testing results and may use it for any purpose including for research, teaching, educational, archival or auditing purposes. Original Testing data in entirety remains the sole property of the organization. The Institute cannot share these results with any third party without prior written consent of the Organization.

4.2 Exercise Protocol for Testing.

Institute shall provide the Exercise Protocol to enable the Organization to conduct the Testing. The Organization is responsible for proper conduct of the test under the supervision of domain expert. Title and ownership of the **Exercise Protocol** will at all times remain with the Institute.

5. CONFIDENTIAL INFORMATION

5.1 Institute and Organization recognize that conducting the Testing may require the transfer of confidential or proprietary information between the parties. All documents, information, materials and data provided to Organization by the Institute will be considered confidential information of the Institute only if marked as "confidential" ("**Confidential Information**"). The Organization shall ensure that the information is shared only with those employees, staff or parties who have a need to know the Confidential Information and shall procure confirmation that all such parties agree to be bound by this Confidentiality Clause and terms of this Agreement. In consideration of the disclosure of any Confidential Information to the other, the Institute and the Organization agree that, for a period of this Agreement, which is one year from January 2018 to December 2018, and for a further period of three (3) years from the date of expiry of this Agreement, they will:

- (a) Not use the Confidential Information except as allowed in this Agreement;
- (b) Not use the Institute's Confidential Information without an appropriate participant authorization and/or consent and as allowed in this Agreement.
- (c) Not disclose to third parties any of the Confidential Information belonging to the other party without the express written consent of the disclosing party except in accordance with this Agreement; and
- (d) Take precautions as normally taken with the receiving party's own confidential and proprietary information to prevent disclosure to third parties.

5.2 The obligation of confidentiality does not apply to Confidential Information that is:

- (a) publicly available through no fault of recipient;
- (b) disclosed to the recipient by a third party;
- (c) already known to the recipient at the time of disclosure;
- (d) developed by the recipient without reference to the Confidential

- Information; or
(e) required to be disclosed by law, regulation, or court order.

For the purposes of this Agreement, the Testing Report shall be deemed to be the Confidential Information of the Institute, however original data in entirety shall be deemed to be Confidential Information of the Organization.

6. PUBLICATION

- 6.1** The basic objective of research activities at Institute is the generation of new knowledge and its expeditious dissemination for the public's benefit. Organization will provide all reasonable cooperation with Institute in meeting this objective.
- 6.2** Notwithstanding any terms to the contrary in this Agreement, Institute and Organization retain the right at their discretion to publish/present results of the Testing with mutual consent. The parties agree that the publication is a joint publication.

7. TERMINATION

The Testing will continue until the Testing is completed by the Organization or to the maximum limit of one year extending from January 2018 to December 2018. Similarly the termination can be done by the Organization, if the Institute fails to make payment of bills within the specified period of 30—45 days after testing, from the date of receipt of the bill by the Institute, or if the Institute fails to provide appropriate and proper information for carrying out the testing, or for any breach of the terms of this testing agreement and it becomes effective upon e-mail communication from the person who had signed this agreement or equivalent or above authorized person. The Institute may terminate this Agreement if the Organization breaches this Agreement or does anything to delay or hinder the Testing process; termination will be immediately effective upon the receipt of written notice from the Institute to the Organization. It is further provided that such notice will not be served unless there is serious breach by the Institute.

8. NOTICES

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

Sancheti Institute College of Physiotherapy,
Sancheti Healthcare Academy,
12, Thube Park, Shivajinagar, Pune – 411005

MGM School of Physiotherapy
MGM Institute of Health Sciences
Sector 1, Plot No 1&2, Kamothe, Navi Mumbai, India



Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

9. PUBLICITY

- 9.1 Neither party will identify the other in any promotional advertising or other promotional materials to be disseminated to the public or use the name of any faculty member, employee, or student or any trademark, service mark, trade name, or symbol of the other, including without the other party's prior written consent.
- 9.2 Notwithstanding anything to the contrary, Organisation agrees to allow publicly registered information about the Testing to appear on Institute Directory website.

10. INDEMNITY

The Institute will indemnify and hold harmless the Organization, its employees, Investigator, staff and students from any loss, damage, claim (including legal costs) that may arise due to the negligence or default of the Organization.

11. NO WARRANTIES

The Institute/Organization make no warranties, express or implied, as to any matter whatsoever, including, without limitation, on the Exercise Protocol or the results of the testing or any invention, process or product, whether tangible or intangible, conceived, discovered, or developed by it.

12. LIMITATION OF LIABILITY

The Organization shall not be liable for any indirect, consequential or other damages suffered by Institute or any of the testing participants including, damages arising from loss of data or delay or termination of the testing, or from the use of the results of the testing, or any such invention or exercise protocol.

13. FORCE MAJEURE

The parties will not be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond Organization's control, such as accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

14. MISCELLANEOUS

- 14.1 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.
- 14.2 **Survival.**

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

14.3 Divisibility.

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.

14.4 Independent Contractors.

Institute and Organisation are independent contractors and neither is an agent, joint venture partners, or partner of the other.

14.5 Order of Precedence.

In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other agreement concerning this Testing between the Parties and their employees, the terms of this Agreement will prevail.

14.6 Entirety.

This Agreement represents the entire agreement and understanding between the parties and their employees with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

14.7 Amendments.

The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of the parties.

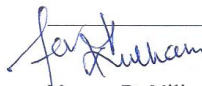
14.8 Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions which follow.

Sancheti Institute College Of Physiotherapy
Sancheti Healthcare Academy,
12, Thube Park, Shivajinagar,
Pune – 411005

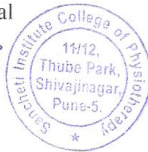
MGM Institute of Health Sciences,
Navi Mumbai


Mrs. Nilima Bedekar
Sancheti Institute College of Physiotherapy
12, Shivajinagar, Pune - 5.

Name : Dr Nilima Bedekar

Designation : Principal

Date : 15/10/2018




Dr Rajesh Goel

Registrar

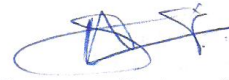
Date : 28/9/2018

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209



Principal Investigator

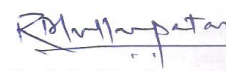
Institute:


Name : Dr. Apurv Shimpi
Department :
Sancheti Institute College Of
Physiotherapy , Pune

Date : 15/10/2018



Organization:


Dr. Rajani Mullerpatan

MGM School of Physiotherapy, Navi
Mumbai.

Date : 28-9-2018
Professor - Director
MGM School of Physiotherapy
MGMIHS, Navi Mumbai



MOU with
Ratnanidhi Charitable Trust



Memorandum of Understanding

Between

MGM School of Physiotherapy, MGM Institute of Health Sciences,
Plot No.1&2, Sector 1, Navi Mumbai, India 410 209

and

Ratnanidhi Charitable Trust, Vasant Vilas, 5th Floor,
31 Dr D.D.Sathe Marg Mumbai, Maharashtra 400004

1. The Institutions intend to work together to develop a collaborative arrangement, whereby the institutions may participate in collaborative patient care, training, research and other specifically agreed activities like gait training for physically disabled patients for improving prosthesis that further enhance care of patients with amputations.
2. The institution will use their reasonable endeavors to effect with best ethical practices, within the institutions limitations:
 - a. will develop and pursue collaborative research projects.
 - b. visit from one institution to the other by members of their teams for the purpose of participating in patient care, training, research programs and other agreed activities and
 - c. encourage (on a completely voluntary basis) the exchange of scientific materials, publications and other information between the institutions.
3. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward in improving Health related Quality of Life of people with movement disorders and integrate them into the society.
4. Before any of the activities set out in the Memorandum of Understanding are implemented, the Institutions must enter into formal and binding agreement/(s) (separate from this Memorandum of Understanding) between them which will detail the specific form and content of the activities and address the responsibilities and rights of each Institution in relation to those activities. The institutions agree to negotiate the terms of any such agreement/(s) in good faith and for the purposes of enhancing the relationship of the Institution.

Dr. Rajesh B. Goel
Registrar

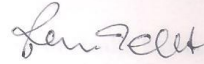
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

On behalf of
MGM Institute of Health Sciences



Dr. Rajesh B. Goel
Registrar

On behalf of
Ratnanidhi Charitable Trust



Mr Rajiv Mehta
Trustee

Date :

Date : 9/10/2017

On behalf of
MGM School of Physiotherapy



Dr. Rajani Mullerpatan
Professor-Director,

Date : 23rd Sept 2017



MOU with K.J. Somaiya College

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of 5th day of August 2019 (with effect from 01.07.2018) by and between K.J. Somaiya College of Engineering, an autonomous college affiliated to University of Mumbai having its office at Vidyavihar, Mumbai-400077, India through its Authorized representative Dr. Subha Pandit, Principal hereinafter referred to as 'KJSCE', of the FIRST PART,

AND

MGM Institute of Health Sciences, a deemed to be University, through the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorised Representative, Dr. Rajesh Goel, Registrar, hereinafter referred to as 'MGMIHS', the SECOND PART

KJSCE and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas KJSCE is offering bachelors, masters and PhD programs in various disciplines of engineering;

Whereas MGM Institute of Health Sciences, a deemed to be University established in the year 2006. The MGM School of Physiotherapy (MGMSOP), is a constituent unit of the MGM Institute of Health Sciences, a deemed to be University. MGMSOP undertakes and conducts the BPT course (a 4 1/2 year course) and MPT course (2 year course). MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS is engaged in research, development of medical technology and validation of medical devices.



Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes various kinds of testing, development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders. During the said testing and development work, MGM carries out extensive research, testing and validation procedures. In the said process, mechanical engineers give incidental and peripheral support in respect of the mechanical aspects on concerned issues.

Whereas, KJSCE acknowledges and agrees that the support of mechanical engineers in the incidental and peripheral areas, provides a learning experience to its students who are undertaking the MTEC degree program. The same helps the student/s to complete the dissertation for completion of MTEC degree. KJSCE has approached MGMIHS with a request that the students of KJSCE be permitted to assist MGMIHS in the incidental and peripheral work so as to enable the students to gain experience and complete the dissertation for completion of MTEC degree.

Whereas, MGMIHS is currently working on biomechanical exploration of squatting. KJSCE has approached MGMIHS and requested that the Student of KJSCE be permitted to assist MGMIHS on the computational modeling of knee joint during deep-squat and permit the student to work on computing knee joint forces during squatting and observe the said forces acting on the knee joint. The same will help the student in complete the dissertation for completion of MTEC degree. MGMIHS has agreed to permit the student of KJSCE to observe, assist and compute the knee joint forces during squatting (project). KJSCE and the student have agreed to share with MGMIHS the equation/code/formula generated while computing the force on the knee joint during squatting.

Whereas, the parties agree and accept that the only objective of the programme/activities of the parties under this MOU is to help the students of KJSCE to gain experience and complete his/her dissertation for completion of MTEC degree. KJSCE and the student/s who benefits under this MOU agree, undertake and accept that neither KJSCE or the concerned student/s will claim any rights and or interest of any nature whatsoever financial or otherwise in the work/program/testing



for which the assistance is required nor in respect of the data generated. The said work/program/testing and/or the data will be the sole property of MGMIHS and all benefits arising there from will be solely of MGMIHS.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to in this Agreement as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Criteria for Enrolment in the Program/Activity

1. A student who desires to enroll/assist in the program/activity will be a M.Tech-- student having completed his/her B.Tech. The enrollment/assistance shall be subject to approval of the MGMIHS.
2. There is no age limit for a candidate to apply for the program.

2. Terms and Conditions of the Activity/Program

1. The Activity under this MOU for the each student will be for a period of one year. The student will attend the laboratory, MGM Center of Human Movement Science, Navi Mumbai and work in supervised laboratory environment. The said work will be under supervision of Dr Rajani Mullerpatan.
2. The student will be provided with a computer (having no ports and no internet or wifi facility).

3. Responsibilities/Duties of MGMIHS:

1. The student will be provided a portless computer facility without any wifi connection and/or internet access. The student will work under the supervision of Dr Rajani Mullerpatan.
2. MGMSOP will provide necessary data (of 3 healthy persons), expertise and books if required for the student/s assistance.



3. The faculty of MGM School of Physiotherapy will assist, supervise and guide the student.
4. MGMSOP, through MGMCHMS will give its findings on the analysis done by the student on data of 3 healthy participants.
5. MGMSOP will ensure that the student attends the laboratory, does the work as required and directed and works in supervised laboratory environment. Non compliance by the student of any of the provisions of this MOU, shall entitle MGMIHS to terminate the MOU immediately and without notice.

4. Responsibilities/Duties of KJSCE and student:

1. KJSCE will ensure that the student/s has/are having the eligibility as per rules & regulations required for appearing the M.Tech. exams and has/have complied with all the eligibility requirements.
2. KJSCE and the student/s who benefits under this MOU agree, undertake and accept that neither KJSCE or the concerned student/s will claim (directly or indirectly) any rights and or interest of any nature whatsoever financial or otherwise in the work/program/testing for which the assistance is required nor in respect of the data generated. The said work/program/testing and/or the data will be the sole property of MGMIHS and all benefits arising there from will be solely of MGMIHS. The students will be required to execute the required bonds and undertakings, which will form part of this MOU.
3. KJSCE agrees, accepts and undertakes to ensure that the students are bound by the terms of this MOU. KJSCE agrees and undertakes to execute with the student the required documents and paper work in that regard and to ensure compliance of the terms of this MOU.



4. The student agrees and undertakes that he/she will not carry any pen drive, electronic material/device which is capable of duplicating data or assist in duplicating data either directly or indirectly.
5. The student agrees and undertakes that he/she will work on computing knee joint forces during squatting, generate and provide to MGMIHS the code/formula/equation to compute the force on the knee joint during squatting
6. The Student shall attend the laboratory, do the work as required and directed and work in supervised laboratory environment. Non compliance by the student of any of the provisions of this MOU, shall entitle MGMIHS to terminate the MOU immediately and without notice.
7. KJSCE and the student agree that MGMIHS will provide limited data i.e data of 3 healthy people in order to compute the knee joint forces and to generate the code/formula. The said exercise will be done only at the premises of MGMIHS at MGM Center of Human Movement Science, Navi Mumbai and on a computer (which has disabled ports, no internet connection or facility) which will be provided by MGMIHS and on a software know as "Open Sim" which is a freely downloadable software developed by Stanford University.

5. Benefit to the Parties:

To MGMIHS:

- (i) Gets the right to use the equation and
- (ii) All publications are joint publications.

To KJSCE/Student:

- (i) KJSCE and the Student gets to complete dissertation
All publications are joint Publications i.e MGMIHS and KJSCE.

The parties agree and accept that KJSCE and/or the student will have no rights or interest of whatsoever nature in the research data, other data, intellectual property etc or on/in any commercial and financial/commercial aspects arising out of all or any of the activities under this MOU.



6. NOTICES

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

MGMIHS :-

Address- MGM Institute of Health Sciences, Plot No 1 & 2 Sector No.1, Kamothe, Navi Mumbai, 410-209

KJSCE:-

Address- K.J.Somaiya College of Engineering, Vidyanagar, Vidyavihar (E), Mumbai-400077, Maharashtra

Phone: 91-22-66449191

Fax: 91-22-21025272

Website: www.somaiya.edu/vidyavihar/kjsce

Email: enquiry@engg.somaiya.edu

7. MISCELLANEOUS

a. Assignment.

Neither party may assign this Agreement or the rights there under.

b. Survival.

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

c. Severability

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent/object of the parties under this MOU.

d. Independent Entities.

KJSCE and MGMIHS are independent parties and neither is an agent, joint



Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

venture partners, or partner of the other.

e. Order of Precedence.

In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other document, correspondence or agreement concerning this Programme between the Parties and/or their employees, the terms of this Agreement will prevail.

f. Entirety.

This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

g. Amendments.

The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of both the parties.

h. Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

8. Dispute Resolution.

1. In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try their level best to resolve the disputes arising out of this agreement, failing which through the Arbitration process. Both the parties after due discussion shall appoint an Arbitrator for resolving the dispute arising out of this Agreement.



IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

MGM Institute of Health Sciences,


Navi Mumbai .

Name: Dr Rajesh Goel

Designation: Registrar

Date: 05.08.2019

In presence of



1. Dr Rajani Mullerpatan, Director ,
MGM School of Physiotherapy



2. Dr Sabita Ram
Research Director , MGMIHS

K.J. Somaiya College of Engineering,


Mumbai

Name: Dr Shubha Pandit

Designation: Principal

Date: 05.08.2019

In presence of



1. Dr N.R. Gilke

Vice Principal

K.J.Somaiya College of Engineering



2. Dr Ramesh R. Lekurwale
HOD Mechanical Engineering
K.J.Somaiya College of Engineering

MOA with Shastri Indo-Canadian Institute

GRANT AGREEMENT BETWEEN

**MGM INSTITUTE OF HEALTH SCIENCES
(HEREIN REFERRED TO AS "RECIPIENT")**

AND

**SHASTRI INDO-CANADIAN INSTITUTE
(HEREIN REFERRED TO AS "SHASTRI INSTITUTE")**

A **Shastri Scholar Travel Subsidy Grant (SSTSG) 2019-20** was awarded by the Shastri Indo-Canadian Institute to MGM School of Health Sciences, India.

This letter of agreement will structure the following relationship between the two parties for the **SSTSG** project of **Rajani Mullerpattan**, Professor-Director, School of Physiotherapy, MGM Institute of Health Sciences, Navi, Mumbai, India, period from **15 July 2019 - 31 December 2020**:

1. Shastri Institute agrees to provide **CAD\$ 1,500** travel subsidy grant to the **Recipient** for SSTSG project for the following activities:
 - a) **Rajani Mullerpattan** will visit the St. Mary's University, Nova Scotia, Canada to present/discuss/research the topic, titled: **"Scientific exploration of Indian traditional movement forms for health promotion"**.
2. The Shastri Institute will make payments to the **Recipient** as per the following terms and schedule:
 - **\$1,500** will be paid upon submission and acceptance of final report due no later than 31 December 2020.
3. Payment is contingent upon continued availability of funds for the 2019-20 fiscal year. Shastri Institute reserves the right to revoke its grant and /or pro-rate the amount as it deems necessary.
4. The **Recipient** will be responsible for ensuring funds are used only for the purposes outlined in the original grant proposal. The grant will not be used for institutional overhead or to cover indirect costs of the project.

5. The **Recipient** will complete all proposed activities including submission of project final reports **(in Shastri Institute's format)** to Shastri Institute under this agreement by **31 December 2020**
6. Any remaining funds from the grant must be refunded back to the Shastri Institute immediately upon completion of the project. All supporting documents, bills, receipts, invoices etc. must be kept in the safe custody of the **Recipient** and should be made available upon request by Shastri Institute.
7. The **Recipient** shall maintain clear and traceable accounts and financial records of the cost of the Project and of all expenditures or commitments, for the purpose of producing financial reports required by Shastri Institute. The **Recipient** shall retain proof of payments to any third party or ultimate recipients. All expenses incurred by the **Recipient** for the purposes of the Project is open to audit and / or inspection by the Shastri Institute or its authorized representatives, although the Institute may elect not to audit, who may make copies and take extracts there from.
8. The **Recipient** shall not dispose of the documents referred to herein without the prior written consent of Shastri Institute but shall preserve and keep them available for audit and inspection for such period of time as may be specified else where in this Grant Agreement or, in the absence of such specification, for five years following completion of the Project.
9. The **Recipient** will ensure that dissemination of project information and show casing of project achievements are followed through as outlined in the original proposal.
10. The **Recipient** is responsible for making all travel and logistical arrangements, including insurance, in support of travel. The **Recipient** will also ensure that all Canadian members of the team register with the Department of Foreign Affairs' *Registration of Canadians Abroad* at <https://www.voyage.gc.ca/> before traveling to India (when such travelling is applicable under this grant).
11. The **Recipient** shall indemnify and save harmless **Shastri Institute** against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any negligent act, omission or delay on the part of the **Recipient**, the **Recipient's** servants or agents in carrying out the **Recipient's** obligations under this Grant Agreement or as a result of the Project.
12. The **Recipient** will submit to the Canada office any publications, papers, promotional materials, pictures or videos stemming from activities funded by this grant subject to copyright restrictions of relevant journal or other media; the Shastri Institute reserves the right to use these materials for advertising and / or dissemination purposes as it deems, at its sole discretion, appropriate.



13. Shastri Institute's financial Grant will be acknowledged in all materials associated with the project as follows: "**Funded by Shastri Indo-Canadian Institute**".
14. The **Recipient** or the irrelated parties shall not hold Shastri Institute or their officials liable for any possible damages or legal claims that may arise before, during or after the completion of the project that has been funded fully or partly by the Shastri Institute.
15. Neither the **Recipient**, nor anyone else who is engaged with the Project, are or are to be considered as employees of Shastri Institute. The **Recipient** also acknowledges that nothing in this Grant Agreement makes it a partner or agent of Shastri Institute. The **Recipient** agrees not to represent itself, and shall ensure its employees, agents, or servants do not represent themselves, including in any agreement with a third party, as a partner or agent of Shastri Institute.
16. The **Recipient** and Shastri Institute agree that with regard to any dispute that may arise under this Grant Agreement, they shall use all good faith efforts to resolve amicably by the Program Officer of the Shastri Institute and the **Recipient** and if unresolved then such dispute or disputes will be referred to the Executive Council of the Shastri Institute and the **Recipient**.

We agree to the terms and conditions of this agreement.


Dr. Rajesh B. Goel

Registrar
MGM Institute of Health Sciences
Navi-Mumbai

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)

Dr. Rajani Mollerpatan

Prof-Director
MGM School of Physiotherapy
MGM Institute of Health Sciences
Navi-Mumbai

Mahmuda Aldeen

Program and Member Relations Officer
Shastri Indo-Canadian Institute


Signature & Date

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Signature & Date

Signature & Date



L'INSTITUT SHASTRI INDO-CANADIAN
INDO-CANADIEN INSTITUTE

ADDENDUM TO GRANT AGREEMENT

1. This addendum (the "ADDENDUM") is made between the **MGM Institute of Health Sciences**, Navi Mumbai, India 410204 (herein referred to as "Recipient") and **Shastri Indo-Canadian Institute** (herein referred to as "Shastri Institute"), parties to the Grant Agreement dated _____ (copy attached).
2. The Addendum modifies **Clause 2** of the said Grant Agreement as follows:
"Having advised by the authorized representative of MGM Institute of Health Sciences, Navi Mumbai, India and Professor Rajani Mullerpatan, School of Physiotherapy, MGM Institute of Health Sciences (the lead applicant of SSTSG project, titled: 'Scientific exploration of Indian traditional movement forms for health promotion') the Shastri Institute will release the full SSTSG fund (CAD\$1,500) to Prof. Colin Howell, Academic Director, St. Mary's University, Halifax, Canada (the co-applicant)."
3. Except as outlined in this Addendum, the Grant Agreement is unaffected and shall continue in full force and effect by its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

We agree to the terms and conditions of this Addendum.

Name and designation of the Authorized Representative
of Recipient (Institution)

Prof. Rajani Mullerpatan (lead SSTSG applicant)
MGM Institute of Health Sciences, Navi Mumbai, India

Mahmuda Aldeen
Program and Member Relations Officer Shastri
Indo-Canadian Institute

Signature & Date

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Date

Date