Memorandum of Understanding

Between



CSJM University, Kanpur, UP, India (Formerly Kanpur University, Kanpur)

School of Health Sciences

And



Gahlaut Health Care Pvt. Ltd. Kanpur

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Memorandum of Understanding Between



Chhatrapati Shahu Ji Maharaj University, Kanpur

&

Gahlaut Health Care Pvt. Ltd., Kanpur

Representatives of Chhatrapati Shahu Ji Maharaj University, Kanpur and Gahlaut Health Care Pvt. Ltd., Kanpur have discussed the desirable and feasibility of an interactive relationship designed to strengthen the bonds between two institutions. This Memorandum of Understanding (MOU) is intended to facilitate the inter-institutional visit for research collaboration and exchange of knowledge as described in the objectives listed below. Both Chhatrapati Shahu Ji Maharaj University, Kanpur and Gahlaut Health Care Pvt. Ltd., Kanpur are also referred to herein as "Institution" or, collectively, Institutions.

I.

Objectives:

- 1. To promote the visit of students and faculty in programs for the mutual benefits of both institutions.
- 2. To utilize the research facilitates of one institution by the research scholar, students and faculty of other institution for innovative research work.
- 3. By joint efforts students, research scholar and faculty from both institutions may apply for collaborative projects jointly to national and international funding agencies.
- 4. To facilitate working together on various research methodologies and techniques for development of newer treatment modalities in various diseases.
- 5. To support the visit of students and faculty for purpose of academics, clinical training, research and publications.
- 6. To facilitate the cultural and intellectual enrichment opportunities for the faculty and students of both institutions.
- 7. To facilitate the collaborative faculty development program and to organize symposia, conference, workshop and seminars by the joint of both institutions.
- 8. The scientific/faculty members of both the institutions may be included as resource persons for delivering lectures/talk on specialized topic in different academic and scientific programmes.

9. To benefit students by mutual experiences.

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II.

Operation:

- 1. Prior to actual visits of collaboration, the institutions will negotiate and sign a program Agreement setting forth the specific obligations and responsibilities to carry out of the following:
 - I. Faculty Visits
 - II. Collaborative research
 - III. Students exchange Program
 - IV. Academic exchange Program.
 - V. Research Collaborations
 - VI. Visit of facilities for the student welfare and
 - VII. Joint educational program
- 2. The institutions will explore ways and means to finance joint projects through government and other funding sources.

III.

Terms:

The MOU shall be effective from the date of approval by the appropriate authorities of both institutions. The students will attend their clinical postings for all the bachelor courses (Bachelor of Physiotherapy, B.Sc. MLT, B.Sc. Optometry, B.Sc. RIT, B.Sc., Medical Microbiology, B.Sc. Human Nutrition, B.Sc. Yoga) and master courses of School of Health Sciences, CSJM University, Kanpur. The candidate should have at least 75% attendance in posting schedules as per university norms.

IV.

Termination:

Either institution may terminate this MOU at any time without any explanation of the cause giving three (3) months written notice to the other. Upon termination the provision of this MOU and corresponding program agreements shall continue to apply to ongoing activities until each is complete, upto maximum of one (1) year from the effective date of termination.

V.

Language:

This MOU is prepared in English and may also be prepared in a language as requested by Chhatrapati Shahu Ji Maharaj University, Kanpur and Gahlaut Health Care Pvt. Ltd., Kanpur. In the event of an inconsistency the English version shall apply and binding on Chhatrapati Shahu Ji Maharaj University, Kanpur and Gahlaut Health Care Pvt. Ltd., Kanpur.

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VI.

Intellectual Property, Ownership & Protection: *

All right and title to sole Intellectual Property (such as patent/copyright/trademark etc.) shall belong to the Party whose faculties invented, developed, created or discovered such sole Intellectual Property. Both Institutions shall promptly and fully disclose and Joint or Sole Intellectual Property developed by that University's employees, such disclosures to be maintained as confidential.

The lead institution for a particular research/project shall initiate in preparing and filing the joint Intellectual Property Rights. At the time of designation of a lead institution shall enter into an inter-institutional agreement that specifies the rights and obligations of the Universities in protecting and commercializing such Joint Intellectual Property.

VII.

Arbitration:

Any controversy or claim arising out of or the breach thereof, shall be settled by arbitration administered by Chhatrapati Shahu Ji Maharaj University, Kanpur and Gahlaut Health Care Pvt. Ltd., Kanpur. The place of arbitration shall be Kanpur. Uttar Pradesh law shall apply. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction Kanpur thereof.

VIII.

Warranty Authority:

The person(s) executing this agreement on behalf of the institutions represent and warrant that each has been duly authorized to execute this MOU on behalf of the institution and to validity and legally bind the institution to all of its terms, performance, and provisions.

Neither Institution shall have the authority to represent or otherwise bind the other institution, nor shall any of their respective agents, employees or representatives be construed to be the agent, employee or representative of the other.

(Dr. Renu Singh Gahlaut)

Director

Gahlaut Health Care Pvt. Ltd.

Kanpur

Date: 07.09.2022

Witness: 1. Mrs. Anita Vais, Embryologist

2. Mr. Rahul Singh

Witness: 1. Dr. Digvijay Sharma

Chhatrapati Shahu Ji Maharaj University,

2. Dr. Versha Prasad

Marsh :

(Prof. Vinay Kumar Pathak)

Vice Chancellor

Kanpur