# DOCUMENT OF EVIDENCE/AGREEMENT IN SUPPORT OF COLLABORATION 20-21

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# महाराष्ट्र MAHARASHTRA

• 2018 •

# TM 393173

ज्या कारणासाठी ज्यानी मुद्रांक खरंदी केला आहे त्यांनी त्याच कारणासाठा तो स्टॅम्प ६ महिन्याच्या आत वापर करायचा आह. दस्तावाप्रकार/ अन्च्छेद क्रमांक :..... दरत नोंदणी करणार आहेत का :--नोंदणी होणार असल्यास द्य्यम निबंधक कार्यालयाचे नाव : मिळकतीचे वर्णन भोवदला रजम मुद्रांक विकत येणा-साथे नाव व पत्ता : ठ दसन्या पक्षवागचे नाज हरते असत्यास नाव व पत्ता. 100-महाक शतक राजन 282 31.5.18 प्रसंक विद्वी भोद वर्ष अन्ताम मतांक विकत धेशाचापी कही परवानाधारक मुद्रांक विद्य त्याची कही /भवा परवाना कपाक



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# MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this day of 2100 of year 2018 and between <u>DES Brijlal Jindal college of PT, Pune</u>, a teaching institute having registered their place at <u>Shivaji Nagar, Pune and PT school and centre, Seth GSMC and KEMH, Mumbai</u> formed and registered having their place of work at <u>Parel, Mumbai</u>.

RECITALS-

- The <u>PT school and center</u>, <u>Seth GSMC and KEMH</u>, <u>Mumbai</u> is desirous to conduct research in the area <u>of Musculoskeletal Sciences</u> and execute a project titled, "Assessment of Movement dysfunction of lumbopelvic hip complex and performance related fitness in subjects participating in yoga"
- The <u>DES Brijlal Jindal college of PT, Pune</u> is also desirous to conduct a similar research project and would be involved in the same to extent laid down in this MOU.
- The purpose of the project is study to assess lumboplevic hip complex and performance related fitness in yoga participants in order to identify the risk factors for musculoskeletal injuries.
- 4. The outcome measures of the project shall be conducted through analytical tools, preliminary information and the findings will be helpful for yoga participant to prevent yoga related musculoskeletal injuries.

# NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

### 1. PURPOSE AND OBJECTIVE OF THE RESEARCH/PROJECT

- 1.1 To examine the feasibility/develop and validate analytical methods for the study.
- 1.2 To do all things necessary to complete the project to the extent necessary and to collect and analyze the data for expected outcome measures.

# 2. ARRANGEMENT

- 2.1 It is agreed and understood that <u>PT school and centre, Seth GSMC and KEMH, Mumbai</u> shall do overall coordination, supervision, guiding, monitoring, resolution of queries and archiving of study documents.
- 2.2 It is agreed and understood that <u>DES Brijlal Jindal college of PT, Pune</u>, shall do overall, screening/selection, obtain inform consent, physical examination, administration, data analysis for the study.
- 2.3 It is agreed that the parties associate exclusively for the purpose of this project within the region specifies.
- 2.4 Each party agrees and undertakes that they will not enter into or in any way seek an award of any contract for the project or any part thereof other than in accordance with this MOU without written consent of the other party hereto
- 2.5 The parties hereto DES Brijlal Jindal college of PT, Pune 4 and, PT school and centre, Seth GSMC and KEMH, Mumbai shall have no objection to the use of the data collection under the project for research purposes as required under the project.

# 3. **RESPONSIBILITIES**

3.1 **DES Brijla** Jindal college of PT, Pune will act as investigator for study and will control and manage the day to day activities necessary for study.



- DES Brijlal Jindal college of PT, Pune shall also aid to recruit participants for the study and person responsible for the same is <u>Ashwini O, Kamble</u>
- 3.3 <u>Ashwini O. Kamble</u> also will be responsible for taking informed consent, assessment and data collection.
- 3.4 <u>PT school and centre Seth GSMC and KEMH, Mumbai will act as Principal investigator and</u> shall be responsible for co-ordination of study.
- 3.5 The person responsible in PT school and centre Seth GSMC and KEMH, Mumbai is

#### Mrs. Bhavana Mhatre.

3.6 The persons responsible for the coordination of the study shall also be responsible for archiving study documents, resolution of queries and overall supervision of the study

### 4. CONFIDENTIALITY

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- 4.1 The Parties and the persons responsible and working on the projects shall keep confidential all information related to the project that is confidential in nature, including participant's details, test reports. Confidentiality of participants shall be maintained in all publication of the study too.
- 4.2 No confidential information shall be revealed to any third person without express written consent of the party or participant whose information is confidential in nature.
- 4.3 Use of confidential information for any purpose other than said purpose of project shall not be allowed, unless all parties agreed and give written consent for the same.
- 4.4 No public announcements, press release, public statements etc shall be made about the study/project till its final completion and without the consent of all parties involved in the project.
- 4.5 Parties shall conform all the guidelines for research, good clinical practice and medical ethics and shall not breach the same.

## 5. CONSIDERATION

5.5 There is no financial consideration to be paid by either of the parties to this MOU. The funding for the project will be from <u>Ashwini O.Kamble</u>.

5.6 If any compensations needs to be provided to the participants, it shall be borne by Ashwini O. Kamble

# 6. OWNERSHIP OR CREDIT OF THE PROJECT/RESEARCH

- 6.1 It is agreed that the ownership and credit for the research project shall be shared by all the parties involved in project handling, execution and analysis of the same.
- 6.2 Ethical review of the research project shall be done and all rule and regulation shall be strictly by all parties.
- 7. The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference on the ownership or credentials of the project, or any other aspects of the project or as to the rights and responsibilities and obligations of parties hereto, the same shall be referred to the common Arbitrator, as agreed by upon by both parties, for resolving the dispute and the decision the



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said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act, 1996 for the time being in force. The venue for such arbitration shall be Mumbai, India.

Any notice under this MOU or change of persons in charge or responsible for projects, shall be sent to other party in writing by either post, email, or delivered by hand. The notice to the party should be sent at the address mentioned in this MOU.

- 9. The MOU shall be terminated at the completion of the project. In case for some reason it is stopped or terminated prior to completion by either party, reasons for the same would have to be given in writing and approval from the ethics committee and any other concerned authority for the same would have been taken.Decision on the impact of such termination on the participants would also have to be assessed and appropriate compensations would have to be paid by the party terminating the project prior to completion.
- 10. The entire MOU constitutes the final and concluded agreements signed for the above said project, whether in oral or in writing.

The parties have set their hands to this MOU voluntarily on the day and year first mentioned herein.

# 11. It is clear out understanding between the parties that

- 1. D.E.Society's Brijlal Jindal College of Physiotherapy, Pune shall make available data collection and infrastructure for the project .
- 2. Ashwini O. Kamble (Asst. Professor) at D.E.Society's.Brijlal Jindal College of Physiotherapy, Pune shall indemnify with cost to D.E.Society's Brijlal Jindal College of Physiotherapy, Pune from any or each legal economical or any other types of complication

Signed and executed by 1 = 4: Institute head of Seth GSMC &KEMH Palead of PT School and center : Physiothe Kamia Schwehter Centre Dean Dr Avinash Supe an supe S.M.C. & K.E.M.H. Parel, Mumbai-12 TRAN Hndel r . M. HOSPITAL 13m hatre Institute head of DESBJCOP Principal Investigator Mrs. Aparna Sadhale Mrs. Bhavana Mhatre D E. Society's Brijlal Jinda College of Physiotherapy Land Punc-4. Co-investigator Witnesses VIDIA Ashwini O .Kamble NOTED AND REGISTERED AT G SERIA **BEFORE ME** PRAKASH H. PARDESHI NOTARY, GOVT. OF INDIA PUNE DISTRICT NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL annea with CamScar

Influence of added cognitive training to multicomponent physical training program on dual task indices in elderly: A comparison

Dated: 2/6/18

To,

Member Secretary,

Institutional Ethics Committee,

Seth GS Medical College & KEM Hospital,

Parel, Mumbai-12

Subject-Submission of MoU as put forward by IEC for project no-EC/OA-35/2018

Respected Sir/madam,

I, Atiya A Shaikh ,PhD student under faculty of physiotherapy, is hereby submitting the MoU for the above mentioned thesis/dissertation.

I humbly request you to kindly consider it.

Thanking you in anticipation.

Yours sincerely,

Saraswah Iyer

r

Atiya A Shaikh PhD Student

Guide



THIS MEMORANDUM OF UNDERSTANDING is made on this day of 31 may of year 2018 by and between <u>DES Brijlal Jindal college of PT,Pune</u>, a teaching institute having registered their place at <u>Shiwaji Nagar,Pune and PT school and centre</u>, <u>Seth GSMC and KEMH,Mumbaj</u> formed and registered having their place of work at Parel Mumbai.

RECITALS-

The DES Brijlal Jindal college of PT, Pune is descrous to conduct research in the area of tasking in elderly and execute a project titled, "Influence of added cognitive training to fuls-component physical training program on dual task indices in elderly: A comparison " BePT school and centre ,Seth GSMC and KEMH, Mumbai is also desirous to conduct (a similar research project and would be involved in the same to extent laid down in this MOU.

- 3. The purpose of the project is to find the most effective treatment strategy for improving dual tasking skills in elderly.
- 4. The outcome measures of the project shall be conducted through analytical tools, preliminary information and the findings will be helpful for enhancing dual tasking in elderly.

#### NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### 1. PURPOSE AND OBJECTIVE OF THE RESEARCH/PROJECT

1.1 To feasibility/develop and validate analytical methods for the study.

- 1.2 To do all things necessary to complete the project to the extent necessary and to collect and analyze the data for expected outcome measures.
- 2. ARRANGEMENT

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- 2.1 It is agreed and understood that DES Brijlal Jindal college of PT,Pune, shall do screening intervention administration, data analysis for the study.
- 2.2 It is agreed and understood that PT school and centre ,Seth GSMC and KEMH, Mumbai shall do guiding and monitoring of the study.
- 2.3 It is agreed that the parties associate exclusively for the purpose of this project within the region specifies.
- 2.4 Each party agrees and undertakes that they will not enter into or in any way seek an award of any contract for the project or any part there of other than in accordance with this-MOU without written consent of the other party hereto.
- 2.5 The parties hereto DES Brijlal Jindal college of PT, Pune and, PT school and centre Seth GSMC and KEMH, Mumbai shall have no objection to the use of the data collection under the project for research purposes as required under the project.

#### 3. RESPONSIBILITIES

- 3.1 DES Brijlal Jindal college of PT, Pune will act as investigator for study and will control and manage the day to day activities necessary for study.
- 3.2 DES Brijlal Jindal college of PT, Pune shall also recruit participants for the study and person responsible for the same is Atiya A Shaikh



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Atty: A Shalkh also will be responsible for taking informed consent, delivering intervention and data collection.

T school and centre Seth GSMC and KEMH, Mumbai shall be responsible for coordination of study.

5 The person responsible in PT school and centre Seth GSMC and KEMH, Mumbai is Saraswatt lyyer.

#### 4. CONFIDENTIALITY

- 4.1 The Parties and the persons responsible and working on the projects shall keep confidential all information related to the project that is confidential in nature, including participant's detail , reports. Confidentiality of participants shall be maintained in all publication of the study too.
- 4.2 No confidential information shall be revealed to any third person without express written consent of the party or participant whose information is confidential in nature.
- 4.3 Use of confidential information for ay purpose other than said purpose of project shall not be allowed, unless all parties agreed and give written consent for the same.
- 4.4 No public announcements, press release, public statements etc shall be made about the study/project till its final completion and without the consent of all parties involved in the project.
- 4.5 Parties shall conform all the guidelines for research ,good clinical practice and medical ethics and shall not breach the same.

#### 5. CONSIDERATION

5.5 There is no financial consideration to be paid by either of the parties to this MOU. The funding for the project will be from Atiya A Shaikh.

5.6 If any compensations needs to be provided to the participants, it shall be borne by Atiya A Shaikh.

#### 6. OWNWRSHIP OR CREDIT OF THE PROJECT

- 6.1 It is agreed that the ownership and credit for the research project shall be shared by all the parties involved in project handling, execution and analysis of the same.
- 6.2 Ethical review of the research project shall be done and all rule and regulation shall be strictly by all parties.
- 7. The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference on the ownership or credentials of the project, or any other aspects of the project or as to the rights and responsibilities and obligations of parties hereto, the same shall be referred to the common Arbitrator, as agreed by upon by both parties, for resolving he dispute and the decision the said arbitrator shall be final and binding to all parties. The



erecement of the arbitrator shall be governed under tadian Arbitration and Conciliations het,1996 for the time being in force. The venue for such arbitration shall be Mumbai,India. Any notice under this MOU or change of persons in charge or responsible for projects, shall be sent to other party in writing by either post, email, or delivered by hand. The notice to the party should be sent at the address mentioned in this MOU.

- 9. The MOU shall be terminated at the completion and submission of the project. In case for some reason it is stopped or terminated prior to completion by either party, reasons for the same would have to be given in writing and approval from the ethics committee and any other concerned authority for the same would have been taken. Decision on the impact of such termination on the participants would also have to be assessed and appropriate compensations would have to be paid by the party terminating the project prior to completion.
- The entire MOU constitutes the final and concluded agreements signed for the above said project, whether in oral or in writing.

The parties have set their hands to this MOU voluntarily on the day and year first mentioned herein,

DEAN L. M. HOST

Tchool & Centre

Pune-4

5.Co-investigator- Atiya Shaikh

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OF

Signed and executed by-

1. Institute head of KEMH-

2. Head of PT dept-Amftr Mendelshande helt

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3. Institute head of DESBJCOP- Aparta Sadhale College of Physiotherapy

4. Principal Investigator- Saraswati Nyer





This <u>MEMORANDUM OF UNDERSTANDING</u> is executed here at Pune, on day of

#### BETWEEN

**DECCAN EDUCATION SOCIETY**, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Shri. Dhananjay Anant Kulkarni, Secretary, Governing Body, D.E. Society, aged about 51 years, occ : Service, Address :- Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004.



(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns)(Herein after referred to as "DES SOCIETY" for the sake of brevity)**The Party of the First Part** 

#### AND

Sudhanshu Medsikar Badminton Academy LLP, a private academy having its Registered Office at101, City Mall, Ganeshkhind Road, Shivajinagar,Pune MH 411007, contact no. +917507069898 which expression shall unless it be repugnant to the context or meaning there of mean and include its successors and assigns (Herein after referred to as 'the ACADEMY') The Party of the Second Part.

#### WHEREAS,

- A. The D.E. Society is a Society registered under the Society's Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The DE Society has established a college by name D.E.Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "**COLLEGE**"), with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.

C. Sudhanshu Medsikar Badminton Academy LLP is a private training academy for badminton players to enable them to participate in badminton tournaments at national & or at international levels.

D. The parties hereto agree that the said College will send students (UG, PG & Interns) to Singhagad road branch of Sudhanshu Medsikar Badminton Academy LLP to administer physiotherapy training & treatment as required to the academy players and also to extend physiotherapy support for the badminton tournaments of Academy at national & or at international levels.

#### NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH :

#### 1. <u>SCOPE :</u>

- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.T. students by D.E.Society's Brijlal Jindal College of Physiotherapy for clinical examination and administering treatment to the venue of the Academy & badminton tournaments of the Academy at national & or at international levels. If required, the academy players will be treated at college OPD at concessional rates
- **1.2** UG students, interns and M.P.T. students can treat the Academy players under the supervision of the college faculty ( as and when required ).
- 1.3 The treatment given to the players would be non-invasive

#### 2. DURATION :

- 2.1 The duration of this MoU shall be for the period from 01-02-2020 To 31-01-2021.
- 2.2 Both the parties can cancel or terminate the present MoU by giving 3 months prior notice in writing to each other.

#### 3. <u>AGREEMENT</u> :

3.1 The Academy, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said Singhagad road branch of Academy & tournament venue to administer physiotherapy training & treatment as required to the academy players. The Academy will send its players to college OPD for seeking specialized physiotherapy treatment at concessional rates.

#### **CONSIDERATION :**

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- 4.1 D.E. Society shall maintain a register of students attending a said Académy 4 tournament venue for recording of attendance of the students for that particular posting.
- 4.2 The said register shall remain in custody of the said College.

#### 5. OBLIGATIONS :

- 5.1 The said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the day of treatment of the players of the Academy at the concerned venue.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other to render training & treatment to the Academy players.
- 5.3 The Academy shall not enter into MoU for physiotherapy service with any other colleges / institute ( except Bavdhan Venue, May 2021), without taking prior permission of D.E.Society's Brijlal Jindal College of Physiotherapy.

### 6. ARBITRATION:

The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act, 1996 for the time being in force. The venue for such arbitration shall be Pune, India.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

	Parties	Signatures	
	Shri. Dhananjay Anant Kulkarni ( duly authorized signatory of and for DE Society )	Muna	
	Smt. Aparna P. Sadhale ( Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune )	A-dhale	
	Sudanshu Medsikar. ( Duly authorized signatory of Sudhanshu Medsikar Badminton Academy.)	Sidhooth	1 8 FEB 2020
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BETWEEN

**DECCAN EDUCATION SOCIETY**, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory <u>vide GBR</u> <u>No. 6/17.02.2020</u>) Shri. Dhananjay Anant Kulkarni, Secretary, Governing Body, D.E. Society, aged about 51 years, occ : Service, Address :- Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004.

(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns)(Herein after referred to as "DE SOCIETY" for the sake of brevity)**The Party of the First Part** 

#### AND

**Fit2Sport** - A Sports specialty Clinic founded by Dr. Ajit Mapari, consultant Sports & Exercise Medicine, having its Registered Office at a no.204, Chinar Heights, Lane Number-5, Prabhat Road, Deccan Gymkhana ,Pune,411004, contact no. +918888852578, email-<u>info@fit2sport.in</u> which expression shall unless it be repugnant to the context or meaning there of mean and include its successors and assigns (Herein after referred to as 'the **Clinic**; for the sake of brevity) **The Party of the Second Part**.

#### WHEREAS,

- A. The D.E. Society is a Society registered under the Society's Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The DE Society has established a college by name D.E.Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE"), with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.

C. **Fit2Sport** is a private clinic rendering treatment / consultancy for various sport players of all major categories from national to international levels also catering to non-surgical Musculoskeletal issues, pre and post surgical rehab.

D. The parties hereto agree that the said College will send students (UG, PG & Interns) to the clinic to administer physiotherapy training & treatment as required to the players and also to extend physiotherapy support for the tournaments at national & or at international levels in which the clinic players would be participating.

# NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH :

### 1. SCOPE :

- 1. The scope of this understanding extends only to deputation of UG students, interns and M.P.T. students by D.E.Society's Brijlal Jindal College of Physiotherapy for clinical examination, training and administering treatment to the venue of clinic and or all tournaments undertaken by Fit2Sport.
- 2. UG students, interns and M.P.T. students can treat/ train the clinic players of Fit2Sport under the supervision of the college faculty ( as and when required ).
- 3. The treatment given to the players would be non-invasive

#### 2. <u>DURATION</u>:

- 2.1 The duration of this MoU shall be for the period from 01-02-2020 To 31-01-2023.
- 2.2 Both the parties can cancel or terminate the present MoU by giving 3 months prior notice in writing to each other.

# 3. AGREEMENT :

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2.

The clinic, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said clinic & tournament venue to administer physiotherapy training & treatment as required to the clinic players at the said venue.

#### **CONSIDERATION:**

1. D.E. Society shall maintain a register of students attending a said clinic / tournament venue for recording of attendance of the students for that particular posting.

The said register shall remain in custody of the said College.

There is no financial consideration to be paid by parties to this MoU.

#### **OBLIGATIONS:**

3.

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3.

6.

The D E Society's Brijlal Jindal College of Physiotherapy shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the day of treatment of the players of the clinic at the concerned venue.

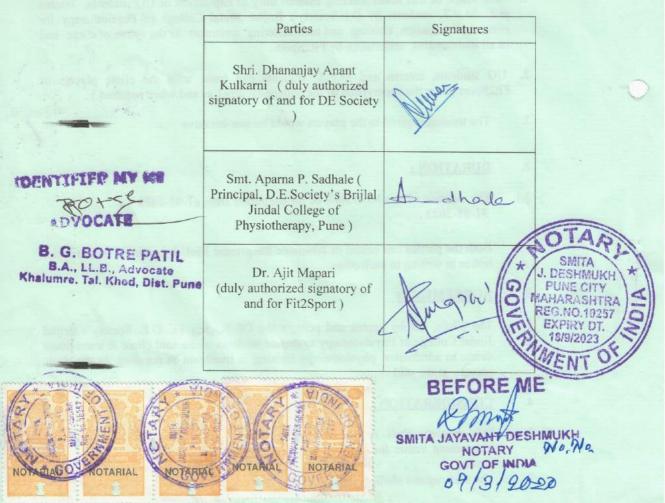
In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other to render training & treatment to the clinic players & clinical experience to the college students.

The clinic shall not enter into MoU for physiotherapy service with any other colleges / institute, without taking prior permission at D.E.Society's Brijlal Jindal College of Physiotherapy, Pune

#### ARBITRATION:

The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act, 1996 for the time being in force. The venue for such arbitration shall be Pune, India.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.



Date: 26.3.2021

The Principal, DES Brijlal Jindal College of Physiotherapy Pune

# Dear Dr. Sadhale,

We had a very successful tournament with over 260 players from all over Pune, participating over 3 weekends.

We would like to thank your college for providing us with a fantastic team of physios who took care of player injuries. Your team was always present before the commencement of the matches.

We would like to thank the following members of your team Akshay Gujar, Abhay Naik, Nidhi Chikhal, Apoorva Orazkar, Pooja Patil, Vidhi Kalyani, Vishvali Athavale, Shivani Mhaiskar, Neha Apte, Shweta Thakkar, Shweta Shengal, Himani Deo, Mahi Bhandarkar and Devashree Oak.

Special thanks to Namrata Sidhaye Bhadbhade, Apoorva Likhite and Dr. Sharad Agarkhedkar.

Looking forward to your support during our next tournament.

With best regards,

Mukund Joshi C. 9823056947

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J.P. Team Tennis Championship



Principal, D.E. Society's Brijlal Jindal College of Physiotherapy, Pune Department of Physiotherapy Sassoon General Hospitals, Pune.

# Date:- 25/01/2021

# Certificate Of Appreciation

We appreciate the support provided by Department of Cardiovascular and Respiratory Physiotherapy, DESBJCOP, and the work done by their 14 post graduate students (12 with cardiovascular, 2 with neurosciences and 1 with community physiotherapy as their elective) for providing Physiotherapy treatment to COVID-19 affected patients in this pandemic crisis. The service provided by them from 28th June 2020 to 27th September 2020 has contributed for remarkable recovery in these patients's health status.

Dr. Pawan Shirsath (PT),

Senior Physiotherapist Rehabilitation section Dept. of Orthopedics Sassoon General Hospital Pune 411001

Principal, D.E. Society's Brilal Jindal College of Physiotherapy, Pur-

Sassoon - Pm.

D. E. Society's Brijlal Jindal College of Flysictherapy, Pune Inward it's 109 Date 27 01/2021 dhale Sign ...



This <u>MEMORANDUM OF UNDERSTANDING</u> is executed here at Pune, on 1<sup>st</sup> day of January 2020.

#### BETWEEN

**DECCAN EDUCATION SOCIETY**, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Shri. Dhananjay Anant Kulkarni, Secretary, Governing Body, D.E. Society, aged about 50 years, occ : Service, Address :- Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004.

(which expression shall unless there be anything repugnant to the subject or contrary to t context mean and include its present and future Trustees, their hers, Le Representatives, Executors, Administrators, And Assigns)(Herein after referred to as " SOCIETY" for the sake of brevity)**The Party of the First Part** 

AND

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SEVA AROGYA FOUNDATION a company incorporated under the section 8 of the Company law, CIN –U74990PN2016NPL158817 having its Registered Office at,104, Navprabhat Co-op Hsg Soc, 685,Budhvar Peth,Pune 411002 which expression shall unless it be repugnant to the context or meaning there of mean and include its successors and assigns (Herein after referred to as 'the Foundation') The Party of the Second Part.

## WHEREAS,

- A. The D.E. Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The DE Society has established a college by name D.E.Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE"), with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- C. SEVA AROGYA FOUNDATION, Pune is not for profit company working of cause of enhancing health of deprived members of Vastis (Slum Areas) & adopted villages with its registered office at Navprabhat Co-op Hsg Soc. 685,Budhvar Peth,Pune 411002, referred to as the said "SAF" for the seek of brevity
- D. The parties hereto agree that the said College is permitted to send students (UG, PG & Interns) to the venue of **vastis & adopted villages** i.e mobile physiotherapy unit of SAF, and other terms and conditions enumerated below :

#### NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH :

#### 1. <u>SCOPE :</u>

- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.Th. students by D.E.Society's Brijlal Jindal College of Physiotherapy for clinical examination and administering treatment to the venue of **vasti & adopted villages** of SAF.
- 1.2 UG students, interns and M.P.T. students can treat stake holders / clients of various vastis & adopted villages of SAF under the supervision of the college faculty ( as and when required ).
- 1.3 The treatment given to the Stake holders would be non-invasive

### 2. <u>DURATION</u>:

- 2.1 The duration of this MoU shall be for the period from **01-01-2020 To** 31-12-2022.
- 2.2 Both the parties can cancel or terminate the present MoU by giving 3 months prior notice in writing to each other.

#### 3. <u>AGREEMENT</u>:

3.1 **SAF**, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said **SAF** vasti / adopted villages for participating in the evaluations & administering treatments to the stake holders at the said venue.





# **CONSIDERATION:**

D.E. Society shall maintain a register of students attending a said SAF venue for recording of attendance of the students for that particular **vasti** / **adopted villages** 

The said register shall remain in custody of the said College.

There is no financial consideration to be paid by parties to this MoU.

# **OBLIGATIONS :**

- 5.1 The D E Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the day of treatment of the stakeholders of SAF at the concerned venue.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, on the day of evaluation & treatment of the stakeholders so that evaluation & treatment of stakeholders is not hampered.
- 5.3 SAF shall not enter into MoU for physiotherapy service with any other colleges / institute, without taking prior permission at DES.

#### 5.4 DISCLAIMER :

It may be noted that SAF & College is merely a facilitator in this program and SAF & College is in no way responsible for any mishaps, problems, complications, medical or any other, resulting from the evaluation & treatment of stakeholders in is also understood that stakeholders will be responsible for the performance of their exercises.

Written consent of stakeholders will taken by SAF prior to starting evaluation & treatment.

# ARBITRATION:

5.5

6.

The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act, 1996 for the time being in force. The venue for such arbitration shall be Pune, India.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

TOT .	Parties	Signatures
ALL	Shri. Dhananjay Anant Kulkarni (duly authorized signatory of and for DE Society)	Muuas
1 <u>4 F</u> EB 2020	Smt. Aparna P. Sadhale ( Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune )	A-dhale
SOMAWANE	Shri Pradeep Kunte. (Director, Seva Arogya Foundation, Pune)	Å.
SUDHIR. S. SONAWANE NOTARY. GOVT. OF INDIA PUNE	Shri. Sanjeev Bendre (Director, Seva Arogya Foundation, Pune)	8Bondre

क सौ रुप S. 10 **V**. 100 HUNDREDIRUP भारत INDIA **INDIA NON JUDICIAL** महाराष्ट्रं MAHARASHTRA 0 2019 0 VH 448551 1 5 JUI 2019 317. 00 दस्ताचा अकार... D.E.G. dquit SUDHIR SHRAWAN दस्त नोंटणी करणानी आहेत का ? होय / नाही..... SONAWANE मिछछातीक का PUNE - 8 JUL 2019 PRINCIPAL REGD. NO. 1040 EXPIRY DT. D.E. Society's Brijlal Jinda) মহাক্ষ তিহাৰ College of Physiotherapy 24/10/202 THT. Pune-4. त्रमधा पश्चकाराचे MEN ana shate sia Synn 591 ज्या कारणेपसाठी ज्यांनी भूट्रोक खोटी केला त्याच कारण 181 मुद्राचे उद्ये केल्यायासून ६ महोन्यात वापरणे वधनकारक आह neon हो. पाटसका सी. आंग्रेजी 1070741 (8). 7702133 १५८/६,डेब्रेन जिमखाना SUDHIR MEMORANDUM OF UNDERSTANDING SHRAWAN This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on SCNAWANE PUNE first day of RE 30. NC. 1048 EXPIRE OT. BETWEEN 24/10/2023

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Shri. Dhananjay Anant Kulkarni, Secretary, Governing Body, DE Society, aged about 50 years, occ : Service, Address :-Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004.

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(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns)(Herein<sub>NE</sub> after referred to as "DE SOCIETY" for the sake of brevity)**The Party of the First Part** 

#### AND

10/2023

Ananddham, is hostel & day care centre for senior citizen, Pune and NT has established Ananddham, Jeshtha Nagarik Virangula Kendra, 1246, Apte Road, Pune - 411004 (Hereinafter referred to as the said "Ananddham," for the sake of brevity).

<u>Ananddham, Jeshtha Nagarik Virangula Kendra ,1246, Apte Road , Pune</u> <u>-411004</u> duly represented by its authorized signatory <u>Dr. Anuradha</u> <u>Naralkar , (Mobile- 9075036463 & Phone – 020- 25511112)</u>, (which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, and assigns, herein after referred to as <u>Ananddham</u> for the sake of brevity)**The Party of the Second Part** 

# WHEREAS,

- A. The D.E. Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust, Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The D.E. Society has established an institute by name D.E.Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE") with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- C. The parties hereto agreed that the said College is permitted to send students (UG, PG & Interns) to the venue of this centre of <u>Ananddham</u>, and other terms and conditions enumerated below :

#### <u>NOW, THIS MEMORANDUM OF UNDERSTANDING</u> <u>WITHNESSETH</u> :

- 1. <u>SCOPE</u>:
- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.T. students by D.E.Society's Brijlal Jindal College of Physiotherapy for rendering assessments followed by treatment to the venue of the centre.
- 1.2 UG students, interns and M.P.T. students can treat stake holders / residents of theses centre under the supervision of the college faculty (as and when required).

#### 2. <u>DURATION</u>:

- 2.1 The duration of this understanding shall be for the period from 01-08-2019 To 31-07-2022.
- 2.2 Both the parties can cancel or terminate the present M.o.U. by giving 3 months prior notice in writing to each other.

# 3. <u>AGREEMENT :</u>

3.1 <u>Ananddham</u>, hereby agrees and permits the Party of first part i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the party of second part to conduct evaluations & administer treatments to the beneficiaries of the said centre.

#### **CONSIDERATION:**

4.

- 4.1 There is no financial consideration to be paid by either parties
- 4.2 D.E. Society shall maintain a register of students participating Nin program by attending a party of second part recording the attendance of the students for that particular centre

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REGD. NO. 10404 EXPIRY DT.

24/10/2023

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4.3 The said register shall remain in custody of the College.

### 5. <u>OBLIGATIONS</u>:

- 5.1 The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students at the centre.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.
- 5.3 It shall be obligatory on the party of the second part to provide the necessary access & assistant to college students during the treatment .session as per the decided schedule and the students will also get a practical experience adding value to their professional course .

#### 6. ARBITRATION:

The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act, 1996 for the time being in force. The venue for such arbitration shall be Pune, India.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore. first mentioned.

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	Parties	Signatures	· WINNY SE
	Shri. Dhananjay Anant Kulkarni (duly authorized signatory of and for DE Society)	Mullad Joshora	
	Smt. Aparna P. Sadhale (Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune)	Adhale	ADDARD R AND
ORE ME	Dr. Anuradha Narlkar, (Director) (duly authorized signatory of and for <u>Ananddham</u> , Pune	apunt_	
POUL S SO YAWA			A A A A A A A A A A A A A A A A A A A





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	2 REGD. NO. 10404 EXPIRY DL. 24/10/2023
MEMORANDUM OF UNDERSTANDING	

# BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Smt. Swati Jogalekar, Secretary, Governing Body, DE Society, aged about 54 years, occ : Service, Address :- Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg. Shivajinagar. Pune- 411004. 1020

(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns)(Herein after referred to as "DE SOCIETY" for the sake of brevity)**The Party of the First Part** 

#### AND

A.J Foundation, Madhur Bhav Bliss, 402, Shiv Prakash, Near Datta Colony, Vishal Nagar, Pune - 411027 has established two centers manual Madhur Bhav Blossom, Datta Wadi Nere village, Marue ii Road, Pune -411033 & Madhura Bhay Bliss marth Coony, Vishal Nagar, Pimpale N | Pune, 411027

A.J Foundation\_duly represented by its authorized signatory <u>Smt. Anjali Deshpande</u>, <u>Founder / Chairman, (Mobile- 9850016669)</u>, (which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, and assigns, herein after referred to as <u>A.J. Foundation</u> for the sake of brevity)**The Party of the Second Part** 

# WHEREAS,

- A. The D.E. Society is a Society registered under the Society's Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The D.E. Society has a tablished an institute by name the Society's Initial Jindal College of Physiotherapy (here after referred to as the said "COLLEGE of the permissions from the Maharashtra University of Health Sciences, Inshik and Gott of Maharashtra.
- C. The parties hereto agreed that the said College is permitted to send students CO. NO. (UG, PG & Interns) to the venue of this centre of A.J Foundation, and other terms and conditions enumerated below :

# NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH :

# 1. <u>SCOPE:</u>

- 1.1 The scope of this understanding extends only to the dation of UG students, interns and M.P.T. students by D.E.Society's Brijlal Judat College of Physiotherap for rendering assessment followed by treatment to the residence of the venue of the centers.
- 1.2 UG students, interns and M.P.T. students can treat stake holders / residents of theses centers under the supervision of the college faculty (as and when required ).

# DURATION :

- 2.1 The duration of this understanding shall be for the period from 01-08-2021 to 31-07-2024
- 2.2 Both the parties can cancel or terminate the present M.o.U. by giving 3 months prior notice in writing to each other.

# 3. <u>AGREEMENT</u> :

3.1 <u>A.J. Foundation</u>, hereby agrees and permits the Party of first part i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the party of second part to conduct evaluations & administer treatments to the beneficiaries of the said centre.

# 4. <u>CONSIDERATION</u>:

- 4.1 A.J. Foundation will provide transport facility for students and state the venue for rendering assessment & treatment.
- 4.2 D.E. Society shall maintain a register of students participating in recording the attendance of the students for that particular centre.
- 4.3 The said register shall remain in custody of the College.

# 5. OBLIGATIONS:

- 5.1 The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students at the centre.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.
- 5.3 It shall be obligatory on the party of the second part to provide the necessary access & assistance to college students during the treatment session as per the decided schedule and the students will also get a practical experience adding value to their professional course.

# 6. ARBITRATION:

SUDHIR SHRAWAN SONAWANE PUNE D. NO. 1040 XPIPY DL /10/2023

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The governing law shall be the law applicable in India for the time being in force. If there is ispute or difference as to the rights and responsibilities and obligations of the parties hereto me shall be referred to the common Arbitrator, as agreed by both the parties, for resolving lispute and the decision of the said arbitrator shall be final and binding to all parties. The ment of the arbitrator shall be governed under Indian Arbitration and Conciliations Act, for the time being in force. The venue for such arbitration shall be Pune, India.

tness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties	Signatures	BEFORE ME
Smt. Swati Jogalekar ( duly authorized signatory of and for DE Society )	h.	SUDHIR. S. SONAWA
Principal, (D.E. Society's Brijlal Jindal College of Physiotherapy, Pune )	Stores	NOTARY, GOVT. OF IN PUNE
Smt. Anjali Deshpande, Founder / Chairman, (duly authorized signatory of and for A.J. Foundation, Pune	the A.n. Destpanle	3 SEP 2021

1 एक सौ रुप HUNDRED'RUP Sol (0) (0 नारत INDIA INDIA NON JUDICIAL महाराष्ट्र MAHARASHTRA 0 2019 0 VH 448550 14115 अन्. दस्ताचा प्रकार ·p Gaal Maklang ) .. दश्त नॉदणी करणार आहेत का ? होब / नाही..... मिळवातीचे वालेन. PRINCIPAL मुद्रांक विकत घंणान्याचे नां D...E..Society's Brijlal Jindal College of Physiotherapy दमन्या पक्षकाराचे Pune-4 हम्ने व्यक्तीचे नांव कृषता.. NOHIR HRAWAN SONAWANE या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याच कारणासाठी PUNE कि जिल्वापासून ६ महोन्यात वापरणे बंधनकारक आहे. REGD. NO. 10404 सी. आजियमें ही पारनके SXPIRY DT. 1071117 55. 2209933 24/10/2023 ६५८/ए,डेकन जिमखाना रणाव्याकी सह पुण ४११००४ EN MEMORANDUM OF UNDERSTANDING SONAWANE This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on 0N REGD. NO. 10404 PUNE first day of EXPIRY DT 24/10/20 BETWEEN DECCAN EDUCATION SOCIETY, a society and an educational public NMEN charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Shri. Dhananjay Anant Kulkarni, Secretary, Governing Body, DE Society, aged about 50 years, occ : Service; Address :-Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004.

(which expression shall unless there be anything repugnant to the subject or where contrary to the context mean and include its present and future Trustees, their 0, 10404 heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein RY DT after referred to as "DE SOCIETY" for the sake of brevity) The Parts of the 1/2023 First Part

#### AND

Centre for Action Research & Education, is also a trust, Registered under Public Charitable Trust No. Maharashtra/198-2000/Pune and has established, Centre for Action Research & Education Off Paud Road ,Pune, & Swedganga Society, Warje, Pune duly represented by its authorized signatory Smt. Anuradha Karkare (Mobile-9175504504), (which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, and assigns, herein after referred to as <u>Centre for Action Research & Education</u> for the sake of brevity)The Party of the Second Part

#### WHEREAS,

- A. The D.E. Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The D.E. Society has established an institute by name D.E.Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE") with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- C. The parties hereto agreed that the said College is permitted to send students (UG, PG & Interns) to the venue of these centre of <u>Centre for Action</u> <u>Research & Education</u>, and other terms and conditions enumerated below :

# NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH :

- 1. <u>SCOPE</u>:
- 1.1 The scope of this understanding extends only to depute of UG students, interns and M.P.T. students by D.E.Society's Brijlal Jindal College of Physiotherapy for rendering assessments followed by treatment to the venue of the centre .
- 1.2 UG students, interns and M.P.T. students can treat stake holders residents of theses centre under the supervision of the college faculty (as and when required).

#### 2. <u>DURATION</u>:

- 2.1 The duration of this understanding shall be for the period from 01-08-2019 To 31-07-2022.
- 2.2 Both the parties can cancel or terminate the present M.o.U. by giving 3 months prior notice in writing to each other.

#### 3. <u>AGREEMENT</u>:

3.1 <u>Centre for Action Research & Education</u>, hereby agrees and permits the party of first part i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the party of second part conduct evaluations & administer treatments to the beneficiaries of the said centre.



#### 4. CONSIDERATION :

- 4.1 There is no financial consideration to be paid by either parties
- 4.2 D.E. Society shall maintain a register of students participating in program by attending a party of second part of recording the attendance NT of the students for that particular centre.

SUDHIR SHRAWAN SONAWANE

PUNE REGD. NO. 10404

EXPIRY DT.

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4.3 The said register shall remain in custody of the College.

#### 5. OBLIGATIONS :

- 5.1 The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students at the centre.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.
- 5.3 It shall be obligatory on party of the second part to provide the necessary access & assistant to college students during the treatment session as per the decided schedule and the students will also get a practical experience adding value to their professional course .

#### 6. ARBITRATION:

The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act,1996 for the time being in force. The venue for such arbitration shall be Pune, India.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

			HANNEL
	Parties	Signatures	The state of the s
	Shri. Dhananjay Anant Kulkarni ( duly authorized signatory of and for DE Society )	Williamores	A COMPANY OF THE PARTY OF THE P
	Smt. Aparna P. Sadhale (Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune)	Aidhale	A CHANNER OF THE
BEFORE ME	Smt. Anuradha Karkare, (Trustee) (duly authorized signatory of and for of <u>Centre for Action</u> <u>Research &amp; Education</u>	Albarhaus	Contraction of the second seco
HAW COUL	INDIA 2/ AUG 2019		A A A A A A A A A A A A A A A A A A A
PUNE			



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed here at Pune, on first day of February, 2019.

#### BETWEEN

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Shri. Dhananjay Anant Kulkarni, Secretary, Governing Body, DE Society, aged about 50 years, occ : Service, Address :-Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004.

(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Représentatives, Executors, Administrators, And Assigns)(Herein after referred to as "DE SOCIETY" for the sake of brevity)**The Party of the First Part** 

#### AND

SAHJIVAN, Old Age Home, Opp. Pune Marathi Granthalay, Narayan Peth & Near Manas Lake, Bhugaon& Sutika Seva Mandir, Narayan Peth, Laxmi Road duly represented by its authorized signatories Dr. Dileep Deodhar, Managing Trustee (Ph. 020-24334136), (which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, and assigns, herein after referred to as SAHJIVAN for the sake of brevity)The Party of the Second Part

# WHEREAS,

- A. The D.E. Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The D.E. Society has established an institute by name D.E.Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE") with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- C. SAHJIVAN, is also a trust, Registered under Public Charitable Trust No. E-3068, Pune and has established SAHJIVAN Vruddhashram, Narayan Peth,Pune & at Bhugaon, Pune (Hereinafter referred to as the said "SAHJIVAN,' for the sake of brevity).
- D. The parties hereto agreed that the said College is permitted to send students ( UG, PG & Interns) to the venue of these centre of **SAHJIVAN**, and other terms and conditions enumerated below :

#### <u>NOW, THIS MEMORANDUM OF UNDERSTANDING</u> <u>WITHNESSETH :</u>

- 1. <u>SCOPE :</u>
- 1.1 The scope of this understanding extends only to deputation of UG students, interns and M.P.T. students by D.E.Society's Brijlal Jindal College of Physiotherapy for rendering assessments followed by treatment to the venue of the centre.
- 1.2 UG students, interns and M.P.T. students can treat stake holders / residents of theses centre under the supervision of the college faculty ( as and when required ).

# 2. DURATION :

- 2.1 The duration of this understanding shall be for the period from 01-02-2019 To 31-01-2022.
- 2.2 Both the parties can cancel or terminate the present M.o.U. by giving 3 months prior notice in writing to each other.

#### 3. AGREEMENT :

3.1 SAHAJIVAN, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute students to the said SAHAJIVAN centre/s to conduct evaluations & administer treatments to the beneficiaries of the said centre.

REGD. NO. 10404 EXPIRY DT. 24/10/2023

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#### 4. <u>CONSIDERATION :</u>

- 4.1 D.E. Society shall maintain a register of students attending a said SAHAJIVAN centre recording the attendance of the students for that particular centre.
- 4.2 The said register shall remain in custody of the said College.
- 4.3 There is no financial consideration to be paid by either parties .

# 5. OBLIGATIONS :

- 5.1 The D.E. Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students at the centre .
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that evaluation & treatment of the residents of the centre is not hampered.

# 6. ARBITRATION:

The governing law shall be the law applicable in India for the time being in force. If there is dispute or difference as to the rights and responsibilities and obligations of the parties hereto same shall be referred to the common Arbitrator, as agreed by both the parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding to all parties. The agreement of the arbitrator shall be governed under Indian Arbitration and Conciliations Act,1996 for the time being in force. The venue for such arbitration shall be Pune, India.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

	Parties	Signatures	
	Shri. Dhananjay Anant Kulkarni (duly authorized signatory of and for DE Society)	Chunas or or other of the other	
BEFORE ME Sonawarg	Smt. Aparna P. Sadhale (Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune)	Andhale 1/02/2019	
SUDHIR'S SONAWA	Dr. Dileep Deodhar, Managing Trustee (duly authorized signatory of and for SAHJIVAN Centre, Pune	t	
2 FEB 2019			

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दुसऱ्या पक्षकाराम कार्यः हस्ते व्यक्तीचे म	Seintozan mare Alman 1. sinteani Si. uicerare utaini si. 2209933	- Arring	Streets and a second	छाङ स्टिड-प्रोडण जूची स्वहस्तित तयांनी त्याच कार परणे वंधनकारक ज्यू.
न्गांक विकत घेणाऱ्याची गही	१५८/अ हेत्रफ तिलज्जना, पागे-४	IEMORANDUM OF	<u>UNDERSTANDING</u>	
- 6700000	-	andum of Understandi	ng (MOU) is made and execute on 2018	<u>ed</u>
8		BETW	FEN .	

DECCAN EDUCATION SOCIETY, a society and an educational public charitable trust, having its Office at FP No. 304, City survey No. 924, Fergusson College Campus, Pune : 411004, represented by its duly authorized signatory Shri. Shrikrishna Nilkanth Kanetkar, Secretary, Deccan Education Society, aged about **69** years, occ : Service, residing at Bungalow No.6, Fergusson College Campus Pune - 411 004.



NUM

# B. <u>DURATION</u>:

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The duration of this understanding shall be for a period of three academic years i.e. from

01st June 2018 to 31st May 2021, unless renewed in writing by both the parties .

2.2 Both the parties can cancel or terminate the present MOU. by giving 3 months prior notice in writing to other party. However, in case of breach of any of the terms of this MOU, SHL reserves the right to terminate this MOU forthwith.

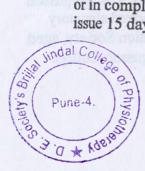
# C. OBLIGATIONS

# (a) Obligation of SHL :

- 1 SHL hereby agrees and permits the college to depute students up to its intake capacity, in batches each comprising of about 25 30 students led by its faculty members, to the said Hospital for imparting of practical training and examination of students as contemplated by the concerned syllabus.
- 2 Provide support and facilities to the College to hold practical training in consonance with the syllabus prescribed for the Course in the premises.
- 3 Designate on of its officials as a single point contact to decide and resolve all issues pertaining to the smooth operations of the training part of the Course covered within the scope of this MOU and shall communicate his / her name and contact details to the said College.
- 4 Allow the students and training providers to enter the Hospital premises for the purpose of attending training sessions; the Hospital reserves the right to restrict any student or person from entering its Hospital premises for any disciplinary or other issues.

# (b) Obligations of DES :

- 1. The said College shall acquaint the students with the norms of discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from entering premises of the said Hospital.
- 2. The said College is permitted to hold its practical and / or theoretical training in consonance with the syllabus prescribed for the course and to hold examinations in the said Hospital, without however, disturbing the working of the said hospital.
- 3. Ensure that students follow discipline, directives and decorum on the campus of the Hospital. Allow the representatives of the SHL to check and inspect the conduct of part of the Course, which forms part of the MOU and call for any information and take copies of the documents and records concerning the Course any time, only if required to be produced by SHL, under any direction issued by any statutory authority or in compliance of any other law. However, before any requirement, the SHL shall issue 15 days' notice to College to take appropriate action and make arrangements.



(Which expression shall unless there by anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their Heirs, Legal representatives Executors, Administrators and Assigns, hereinafter referred to as D.E. S for the sake of brevity) The party of the first part.

#### and

SAHYADRI HOSPITAL LTD, a company within the meaning of Section 2(20) of the Companies Act, 2013 with PAN # AADCS9911L and having its Registered Office at S.No.89 &90, Plot No. 54, Lokmany Colony Kothrud, Pune – 411038 duly represented by Dr. Jayashree Apte, Executive Director

(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its successors and permitted assigns, herein after referred to as 'SHL' for the sake of brevity) THE PARTY OF THE SECOND PART.

#### WHEREAS,

- A. The DES a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines,
- **B.** The DES has established college in the name D.E.Society's Brijlal Jindal College of Physiotherapy with appropriate permissions from Government of Maharashtra and is affiliated to Maharashtra University of Health Sciences, Nashik (hereinafter referred to as the said "COLLEGE"),
- C. SHL is a company incorporated and registered under companies Act, 1956 and having its main objects of establishing and running hospitals and health care facilities. SHL is presently running / managing various hospitals, pathology labs and diagnostics centers in Pune as well as the rest of Maharashtra. SHL is running and managing Sahyadri Super Specialty Hospital located at Karve Road, Pune (hereinafter referred to as the said "HOSPITAL' for the sake of brevity).
- D. For mutual benefits, the parties hereto agree that for imparting of practical training and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students up to its intake capacity, in batches each comprising of about 25 30 students led by its faculty members, to the said Hospital, in view of the said College paying Consideration as stated in clause D herein below of this MOU excluding examination period & vacation to on the terms and conditions enumerated below :

#### E.

O # Ader

# NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH AS UNDER:

#### A. SCOPE :

The scope of this understanding extends only to deputation of the students by said college up to intake capacity for all classes, for imparting of practical training and examination as contemplated by the concerned syllabus for the discipline/s in batches each comprising of about 25-30 students led by its faculty members to the said

- 4. Comply with the applicable laws relating to its activities, students and employees and pay all its statutory payments, liabilities.
- 5. Indemnify SHL against all and whatsoever claims, actions, suits, proceedings, taxes ,levies, costs, expenses, damages and liabilities (including attorney's fees) which are brought against SHL resulting from misconduct of any of the students/ persons of the College for any reason including but not limited to misrepresentation made by any of the students / persons of College or submission of fraudulent documents or details.
- 6. Designate one of its officials as a single point contact to decide and resolve all issues pertaining to the smooth operations of the training part of the Course, covered within the scope of this MOU and shall communicate his/her name and contact details to SHL.
- 7. Maintain a register of students attending at the said Hospital for recording of attendance of the students in the premises of the said Hospital and the said registered shall be verified by the faculty member leading the batches of the other hand and / or any authorized staff of the said Hospital.
- 8. The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.

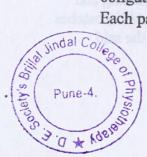
#### D. CONSIDERATION:

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- In consideration of this MoU, the DES shall pay (and / or caused to be paid through the said College, an amount of Rs. 500/- (Five Hundred only) excluding all applicable taxes ,per UG student per month as workshop fees and Rs. 550/- (Rs. Five Hundred fifty only.)excluding all applicable taxes per PG student/ Intern per month as workshop fees during the period of their training in the said Hospital. Thereafter there shall be increase at the rate of 5<sup>4</sup>/<sub>4</sub>, in the workshop fees every year.
- 2. Limitation of time for payment : It is agreed by and between the parties that after the expiry of month in which the training was imparted to the student by the said Hospital, the DES shall pay the amount to be calculated as per number of student within seven days from the date of expiry of each month. If DES fails or neglects to pay the amount to the SHL consecutively for three months, in such case SHL I will be entitled to revoke / cancel present MOU immediately by sending written Letter by Registered Post A.D. to DES in this behalf.
- 3. It is agreed by and between the parties that DES shall make the payment to the party of the SHL by Account Payee Cheques to be drawn in the name of " SHL Academics"

#### E. MUTUAL REPRESENTATIONS AND COVENANTS :

1. Each party herby covenants to the other Party that it shall perform it s respective obligations under this MOU in a timely, diligent, competent and professional manner. Each party shall ensure that while performing their respective obligations under this



MOU, no harm is caused to any property ( tangible of intellectual or otherwise ) or personnel of the other party.

- 2. Each party represents and warrants to the other that it is validly formed and validly existing in order to enable it to enter into this MOU.
- 3. Each party represents and warrants to the other that they have obtained all necessary internal and / or statutory approvals to enter into this MOU and that the person executing this MOU on its behalf has the necessary power and authority to enter into this MOU and bind the party represented by him.
- 4. Each party shall ensure that throughout the tenure of this MOU, they shall obtain and keep all the statutory licenses, authorizations, sanctions and internal approvals applicable to their respective business/entity valid and in compliance with all applicable laws.
- 5. Each party unequivocally warrants to the other party that while implementing their respective obligations under this MOU, the parties shall adhere to and comply with all statutory requirements and ethical practices.

#### F. GENERAL TERMS

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- 1. DES, the said College and the faculty leading the batches shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the premises of the said Hospital.
- 2. This MOU shall not be construed to be a partnership, joint venture association or employer employee relationship.
- 3. The interns/ students of the College shall not receive any stipend or salary from SHL. Similay the students/ interns receiving training at the facility of the Hospital shall not be entitled to any benefits enjoyed by the employees of SHL.
- 4. Since the matter relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrain the students deputed in terms hereof.
- 5. Any renewal of the MOU shall operate only if it is in writing and upon its execution .
- 6. Since the matter, relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrains the students deputed in terms hereof.

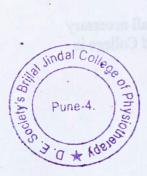
7. In the very nature of the matter, the parties hereto under take to extend all necessary cooperation to each other, so that the education of the students of the said College is

#### G. DISPUTE RESOLUTION :

- 1. All disputes and differences whatsoever which may at any time hereafter ( whether during the continuance of these presents or upon or after its discharge or determination ) arise between the parties , shall be amicably settled in the first instance failing which it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 to a Sole Arbitrator appointed by SHL and the same shall be held at Pune.
- 2. This MOU shall be governed by the laws of India and shall be subject to jurisdiction of Courts at Pune.

IN WITNESS WHEREOF duly authorized representative of the Parties hereto have signed and executed this Memorandum Of Understanding on the date hereinbefore first mentioned.

Signatures
- A.o.
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Signatures
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This <u>MEMORANDUM OF UNDERSTANDING</u> is executed here at Pune, on this day of 1<sup>st</sup> March,2019.

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#### BETWEEN

SETH TARACHAND RAMNATH CHARITABLE AYURVEDIC HOSPITAL TRUST, Rasta Peth, Pune - 411011 duly represented by its authorized signatory DR SUHAS NARAYAN PARACHURE, Managing Trustee, S.T.R.C.A Hospital Trust, aged about 72 years, Occupation - Medical Practice, Residing At - 301, Suvarnanand Park, Navi Peth, Pune.

(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns)(Herein after referred to as Tarachand' for the sake of brevity)**The Party of the First Part** 

What-



AND

**DECCAN EDUCATION SOCIETY**, a society and an educational public charidable trust, having its Office at Fergusson College Campus, Fergusson road, Shivajinagar, Pune- 411004, represented by its duly authorized signatory Shir. Dhananjay Anant Kulkarni, Secretary, Governing Body, D.E. Society, aged about 50 years, occ : Service, Address - Fergusson College , Fergusson College Campus, Pune – 411 004,

(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns)(Herein after referred to as "DE SOCIETY" for the sake of brevity)**The Party of the Second Part** 

#### WHEREAS,

- A) Seth Tarachand Ramnath Charitable Ayurvedic Hospital Trust is a Charitable Trust registered under Bombay Public Trust Act., 1950 and has established Seth Tarachand Ramnath Charitable Ayurvedic Hospital, here at Pune (Hereinafter referred to as the said "HOSPITAL' for the sake of brevity).
- B) The DE Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- C) The DE Society has recently established an institute by name D.E.Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE"), with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- D) For mutual benefits, the parties hereto agreed that for imparting of practical training (patient's treatment) and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students upto its intake capacity, in batches each comprising of about 25 30 students led by its faculty members, to the said Hospital, in consideration of the said college paying an amount of Rs. 850/- per student per month for the academic year, to the said Hospital, and other terms and conditions enumerated below :

#### NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH :

#### SCOPE :

The scope of this understanding extends only to deputation of the students by D.E.Society's Brijlal Jindal College of Physiotherapy upto intake capacity for all classes, for imparting of practical training (patient's treatment) and examination as contemplated by the concerned syllabus for the discipline, in batches each comprising of about 25-30 students led by its faculty members to the said Hospital and other incidental and ancillary matters related thereto.

#### 2. **DURATION**:

- 2.1 The duration of this understanding shall be for the period from 01-03-2019 to 32-11-2021 unless expressly extended.
- SNP

2.2 Both the parties can cancel or terminate the present M.O.U. by giving 3 months prior notice in writing to each other. In case of dispute, the same will be referred to the Arbitrator appointed by parties with mutual understanding whose decision will be final and binding on both the parties.



#### 3. AGREEMENT :

- 3.1 Seth Tarachand Ramnath Charitable Ayurvedic Hospital hereby agrees and permits the DE Society i.e. "COLLEGE" to depute students upto its make capacity, in batches each comprising of about 25 30 students led by its faculty members, to the said Hospital for imparting of practical training (patient's treatments) and examination of students as contemplated by the concerned syllabus.
- 3.2 The said College shall acquaint the students with the norms discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from visiting the said Hospital
- 3.3 The said College is permitted to hold its practical and / or theoretical training in consonance with the syllabus prescribed for the course and to hold examination in the said Hospital, without however, disturbing the working of the said hospital.

#### 4. <u>CONSIDERATION</u>:

- 4.1 In consideration of this M.O.U., the DE Society shall pay and / or caused to be paid through the said college, an amount of Rs. 850/- per student per month for the above referred academic years to the said Hospital.
- 4.2 The parties shall maintain a register of students attending a said Hospital for recording of attendance of the students of the campus of the said Hospital and shall be verified by the faculty member leading the batches on the other hand, and any authorized staff of the said Hospital.
- 4.3 The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.

#### 4.4 Limitation of time for payment :

It is agreed by and between the parties that after the expiry of month in which the training was imparted to be the said Hospital, the D.E. Society shall pay the amount to be calculated as per number of student within 7 days from the date of expiry of each month. If the D.E. Society fails or neglects to pay the amount to the said Hospital consecutively for 3 months in such case the said Hospital will be entitled to revoke / cancel present M.O.U by sending written Letter by Registered Post A.D. to the D.E. Society in this behalf.

#### 5. <u>OBLIGATIONS</u>:

- 5.1 The DE Society, the said College and the faculty leading the batches shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the campus of the said Hospital.
- 5.2 Since the matter relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrain the students deputed in terms hereof.
- 5.3 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that the education of the students of the said College and treatment of patients of the said Hospital is not hampered.

The party of the one part agrees and undertakes to provide the necessary equipments at its costs and expenses relating to Physiotherapy O.P.D to the party of the second part prior to the commencement of the physiotherapy practical training in the premises of the party of the second part.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties Signatures Shri. Dhananjay Anant Kulkarni (duly authorized signatory of and for DE Society) SN Parelune Dr. Suhas N. Parchure (duly authorized signatory of and for Seth Tarachand Ramnath Charitable Ayurvedic Hospital Trust)

**BEFORE ME** HR S SONAL MANE NOTARY GOVT OF INDIA PUNE

6 MAR 2019

PUNE



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# बे. जी. शासकीय वैद्यकीय महाविद्यालय, पुणे.

## B. J. GVOT. MEDICAL COLLEGE, PUNE.

J.P.Narayan Road, Near Pune Railway Station Sassoon Hospital Compund, Pune–1 Telephone No.020- 26128000 Extn 305. E-mail. <u>deanbimcpune@gmail.com</u>, ugbjgmcpune@gmail.com

जा क बैजीशावैमपुणे/डी/फिजिओथेरेपी/संचेती व जिंदाल/प्रात्यक्षिक परवानगी/

प्रति, मा. संचालक, वैद्यकीय शिक्षण व संशोधन, मुंबई.

विषय :- संचेती कॉलेज ऑफ फिजीओथेरपी, पुणे व डी.ई.एस. सोसायटीचे ब्रिजलाल जिंदाल कॉलेज ऑफ फिजिओथेरपी,पुणे या महाविद्यालयाच्या विद्यार्थ्यांना बै. जी. शासकीय वैद्यकीय महाविद्यालय, पुणे व ससून सर्वोपचार रुग्णालय येथील रुग्णखाटा शैक्षणिक प्रयोजनार्थ वापरण्यास देण्याबाबत...

भवाजनाव वान्तरचारा परचावाराया संदर्भ :- १) आपले पत्र क्र. संवैविसं/बैजीशावैमपु/संकॉफिपु/भौतिकोपचार प्रात्यक्षिक परवानगी /१२३७ /४अ/,दि. ३१-०१-२०२०

२) आपले पत्र क्र. संवैविसं/ससरुपु/ब्रिजिकॉऑफिपु/रुग्णखाटा प्रात्यक्षिक परवानगी

/१२३८ /४अ/,दि. ३१-०१-२०२०

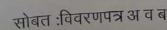
महोदय,

े वरील संदर्भित विषयान्वये डी.ई.एस. सोसायटीचे संचेती कॉलेज ऑफ फिजीओथेरपी, पुणे व ब्रिजलाल जिंदाल कॉलेज ऑफ फिजिओथेरपी,पुणे या संस्थेतील विद्यार्थ्याना बै. जी. शासकीय वैद्यकीय महाविद्यालय व ससून सर्वोपचार रुग्णालय, पुणे येथील रुग्णखाटा शैक्षणिक/ चिकित्सालयीन प्रयोजनार्थ 9 वर्ष कालावधी करिता वापरण्यास हरकत नाही.

आपल्या माहिती व पुढिल कार्यवाहिस्तव सादर.

आपला,

बे. जी. शासकीय वैद्यकीय महाविद्यालय, पुणे.





#### MEMORANDUM OF UNDERSTANDING

This <u>MEMORANDUM OF UNDERSTANDING</u> is executed here at Pune, on this day of 2020.

#### BETWEEN

**DECCAN EDUCATION SOCIETY**, a society and an educational public charitable trust, having its office at Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004, represented by its duly authorized signatory

Smt. Swati C. Joglekar, Secretary, Governing Body, DE Society, aged about 54 years, occ: Service, Address: - Fergusson College Campus, Namdar Shri Gopal Krishna Gokhale, Marg, Shivajinagar, Pune- 411004.

(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as "DE SOCIETY" for the sake of brevity) The Party of the First Part

#### AND

Lata Mangeshkar Medical Foundation's DEENANATH MANGESHKAR HOSPITAL & RESEARCH CENTER, Near Mhatre Bridge, Erandawane, Pune - 411004. duly represented by its authorized signatories Dr. Asmita Bhave, Assistant Medical Superintendent, Academics (which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as Deenanath' for the sake of brevity) The Party of the Second Part

#### WHEREAS,

- A. The D.E. Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- B. The DE Society has recently established an institute by name D.E. Society's Brijlal Jindal College of Physiotherapy (hereinafter referred to as the said "COLLEGE"), with appropriate permissions from the Maharashtra University of Health Sciences, Nashik and Govt. of Maharashtra.
- C. L.M.M. F's DEENANATH MANGESHKAR HOSPITAL & RESEARCH CENTER, is also a trust, registered under Public Charitable Trust No. E-3068, Pune and has established L.M.M. F's DEENANATH MANGESHKAR HOSPITAL REASEARCH CENTER, here at Pune (Hereinafter referred to as the said "HOSPITAL' for the sake of brevity).

D. The parties hereto agreed that for imparting of practical training of the students as contemplated by the concerned syllabus, the said College is permitted to send students up to its intake capacity, in batches each comprising of about 20 to 25 students to the said Hospital, in consideration of the said college paying an amount which is 15% (excluding applicable taxes) of tuition fee per student, per year to the said Hospital, and other terms and conditions enumerated below:

#### NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH:

#### 1. SCOPE:

1.1 The scope of this understanding extends only to deputation of 4<sup>th</sup> year students, interns and M.P.Th. students by D.E. Society's Brijlal Jindal College of Physiotherapy up to intake capacity, for imparting of practical training (patient's treatment), and clinical examination as

contemplated by the concerned syllabus for the discipline, in batches each comprising of about 20 to 25 students to the said Hospital.

- 1.2 4<sup>th</sup> year students, interns and M.P.Th. students can assist hospital therapist during therapy. Nobody will be allowed to impart therapy to patient independently or under supervision of college faculty.
- 1.3 Separate arrangements will be made for bedside teaching by rehabilitation department of the HOSPITAL.

#### 2. DURATION:

- 2.1 The duration of this understanding shall be for the period from 15-09-2020 to 14-09-2023 unless expressly extended.
- 2.2 Both the parties can cancel or terminate the present M.o.U. by giving 3 months' prior notice in writing to each other.

#### 3. AGREEMENT:

- 3.1 L.M.M. F's DEENANATH MANGESHKAR HOSPITAL, RESEARCH CENTER, hereby agrees and permits the DE Society i.e. D.E. Society's Brijlal Jindal College of Physiotherapy to depute 20 to 25 students to the said Hospital for imparting of practical training to students as contemplated by the concerned syllabus.
- 3.2 The said College shall acquaint the students with the norms, discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from visiting the said Hospital.
- 3.3 The said College is permitted to hold its practical and / or theoretical training in consonance with the syllabus prescribed for the course after seeking approval from HOD, Rehabilitation department of the said hospital, without however, disturbing the working of the said hospital. Lecture, demonstration by faculty will be allowed for the patients identified by HOD of Rehabilitation Department & after seeking permission by treating consultants.

#### 4. <u>CONSIDERATION:</u>

4.1 In consideration of this MoU, the DE Society shall pay and / or caused to be paid through the said college, an amount which is 15%(excluding applicable taxes) of tuition fee per student, per year for the above referred academic years to the said Hospital.

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4.2 D.E. Society shall maintain a register of students attending a said Hospital for recording of attendance of the students of the campus of the said Hospital and shall be verified by any authorized staff of the said Hospital.

The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.

#### 4.4 Limitation of time for payment:

4.3

It is agreed by and between the parties that, the D.E. Society shall pay the amount (to be calculated as per number of students) for 6 months in advance to the said hospital. If the D. E. Society fails or neglects to pay the amount to the said Hospital consecutively for 3 months in such case the said Hospital will be entitled to revoke / cancel present MoU by sending written Letter by Registered Post A.D. to the D.E. Society in this behalf. In case of extra payment in advance by the said college, same shall be adjusted in the next payment done by the said college.

#### 5. <u>OBLIGATIONS:</u>

- 5.1 The DE Society and the said College shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the campus of the said Hospital.
- 5.2 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that the education of the students of the said College and treatment of patients of the said Hospital is not hampered. Scope: (Patients treatment i.e. assisting the hospital therapist)
- This MOU shall not be construed to constitute or to create a partnership or a joint venture or employer-employee relationship or any other form of association between the parties.
  In case of any disputes and differences whatsoever arising between the parties out
  - In case of any disputes and differences whatsoever arising between the parties out of or relating to this agreement shall be settled by the parties mutually after due discussion.
- 8 The hospital reserves the right to dismiss any participating student at any time for academic or personal misconduct. The dismissal of a participant shall not abrogate the agreement for the arrangements regarding other participants.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties	Signatures
Smt. Swati C. Joglekar, Secretary GB (duly authorized signatory of and for DE Society)	hn
Dr. Asmita Bhave (duly authorized signatory of and for L.M.M.F's Deenanath Mangeshkar Hospital)	128/09/2000
Shri. Sachin Vyavahare (duly authorized signatory of and for L.M.M.F's Deenanath Mangeshkar Hospital)	A.

	<b>a</b> t
· Names	Signatures
Mrs. Aparna Sadhale, Principal, D. E.	A-dhalo
	a set formed to \$40.41
Society's Brijlal Jindal College of Physiotherapy, Pune.	
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charitab College SHRI. S College College College	AN EDUCATION SOCIETY, a So ble trust, having its Office at FP No. 3 Campus, Pune : 411004, represente SACHIN PRABHAKAR KHEDKA , aged about 51 years, occ : Service, Ac hagar, Pune – 411004.	304, City survey No. 924, Fergusson	
3.3. (WSich 3.3. (WSich Heirs, L	expression shall unless there be any to the context, mean and include its egal representatives Executors, Adm to as D.E. Society for the sake of brevit	ts present and future Trustees, their inistrators and Assigns, hereinafter	Y

JEHANGIR HOSPITAL ), a public charitable trust having its Registered office at 32, Sassoon road, Pune – 411001 duly represented by Mr. George Eapen, CEO & Director, Jehangir Hospital.

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(Which expression shall unless there be anything repugnant to the subject or contrary to the context, mean and include its present and future Trustees, their Pheirs, Legal representatives Executors, Administrators and Assigns, herein after referred to as 'JEHANGIR' for the sake of brevity) The party of the second part.

#### WHEREAS,

The DE Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines,

- a. The DE Society has established college in the name D.E.Society's Brijlal Jindal College of Physiotherapy with appropriate permissions from Government of Maharashtra and is affiliated to Maharashtra University of Health Sciences, Nashik (hereinafter referred to as the said "COLLEGE"),
  - JEHANGIR HOSPITAL is an organization having its main objects of establishing and running hospitals and health care facilities. (hereinafter referred to as the said "HOSPITAL' for the sake of brevity).
  - For mutual benefits, the parties hereto agree that for imparting of practical training and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students in batches, each comprising of about 25 30 students, led by its faculty members, to the said Hospital, in consideration of the said college paying an amount of Rs. 500/UG student, Rs. 700 / PG student or intern per month per student for the academic year excluding examination period & vacation, to the said Hospital, and other terms and conditions enumerated below :

NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH AS UNDER:

#### SCOPE :

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The scope of this understanding extends only to deputation of the students by said college upto intake capacity (40 per year) for all classes, for imparting of practical training and examination as contemplated by the concerned syllabus for the discipline/s in batches each comprising of about 25-30 students led by its faculty members to the said Hospital and other incidental and ancillary matters related thereto.

#### 2. **DURATION**:

- 2.1 The duration of this understanding shall be for a period of three academic years i.e. from 04-04-2018 to 03-04-2021, unless expressly extended .
- 2.2 Both the parties can cancel or terminate the present M.O.U. by giving 3 months prior notice in writing to each other. In case of dispute the same will be referred to the Arbitrator appointed under the Arbitration and Conciliation Act, 1996, by parties with mutual understanding, whose decision will be final and binding on both the parties.

#### 3. <u>AGREEMENT :</u>

3.1

JEHANGIR HOSPITAL hereby agrees and permits the college to depute students, in batches, each comprising of about 25-30 UG students who shall be led by its faculty members, to the said Hospital for imparting of practical training and examination of students as contemplated by the concerned syllabus. Jehangir Hospital may accommodate the students as per its





- 3.2
- The said College shall acquaint the students with the norms of discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from entering premises of the said Hospital.
- 3.3 The said College is permitted to hold its practical and / or theoretical training inconsonance with the syllabus prescribed for the course and to hold examinations in the said Hospital, without however, disturbing the working of the said hospital.
- 3.4 The parties shall maintain a register of students attending at the said Hospital for recording of attendance of the students in the premises of the said Hospital and the said register shall be verified by the faculty member leading the batches and / or any authorized staff of the said Hospital .
- 3.5 The said register shall remain in custody of the said college and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.
- 3.6 The said College shall designate one of their officials with adequate responsibility, accountability and authority as a single point interface to liaison with JEHANGIR HOSPITAL on all issues pertaining to the smooth operations of the practical training component of the COURSE. The college shall Communicate his / her name, of execution, of contact address, telephone numbers, and email ID or any change thereto, to the Jehangir Hospital within 15 days this agreement.

The said college shall ensure that the Students and the training provider will not disclose any confidential information/data of the patients. The medical information/data of the patient received during the training period shall be used only for the academic use. The college and its students shall not disclose patient related facts during and/or after the course and training.

The said college is solely responsible for any legal consequences initiated, due to such breach.

#### 4. <u>CONSIDERATION</u>: 4.1 In consideration of this

- In consideration of this MoU, the DE Society shall pay (and / or caused to be paid through the said college, an amount of Rs. 500 /- per UG student per month and Rs.700/- per PG student/ Intern per month as workshop fees during the period of their training in the said hospital excluding period of examination & vacation. The payment made is non – refundable. Such payable amount will be paid to Hospital irrespective of the fees charged by the college.
- 4.2 Limitation of time for payment.

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It is agreed by and between the parties that after the expiry of month in which the training was imparted to the students by the said Hospital, the D.E. Society shall pay the amount to be calculated as per number of students within seven days from the date of expiry of each month. If D.E. Society fails or neglects to pay the amount to the said Hospital consecutively for three months, in such case the said Hospital will be entitled to revoke / cancel present M.O.U by sending written Letter by Registered Post A.D. to D.E. Society in this behalf.

4.2.2

In the event that a student, assigned to JEHANGIR HOSPITAL drops out during the month said college will endeavor to replace that student with a new student. However, the said college shall pay the total monthly consideration to the Hospital,

It is agreed by and between the parties that the party of the first part shall make the payment to the party of the second part by Account Payee Cheques to be drawn in the name of "JEHANGIR HOSPITAL"



#### 5. **OBLIGATIONS**:

5.1 The DE Society, the said College and the faculty leading the batches shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the premises of the said Hospital.

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- 5.2 Since the matter relates to the Academic year of the concerned students of the
  said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrain the students deputed in terms hereof.
- 5.3 In the very nature of the matter, the parties hereto undertake to extend all necessary cooperation to each other, so that the education of the students of the said College is not hampered.

. In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

Parties	Signatures
Dr. Sachin Prabhakar Khedkar ( duly authorized signatory of and for DE Society )	They
Mr. George Eapen, ( CEO & Medical Director)	Georgepenn
Witnesses	Signatures
Mrs. Aparna Sadhale, Principal, D.E.Society's Brijlal Jindal College of Physiotherapy, Pune	A_dhale
Dr. Radhika Patil, HOD, Physiotherapy Dept, Jehangir Hospital	Radnika Patul

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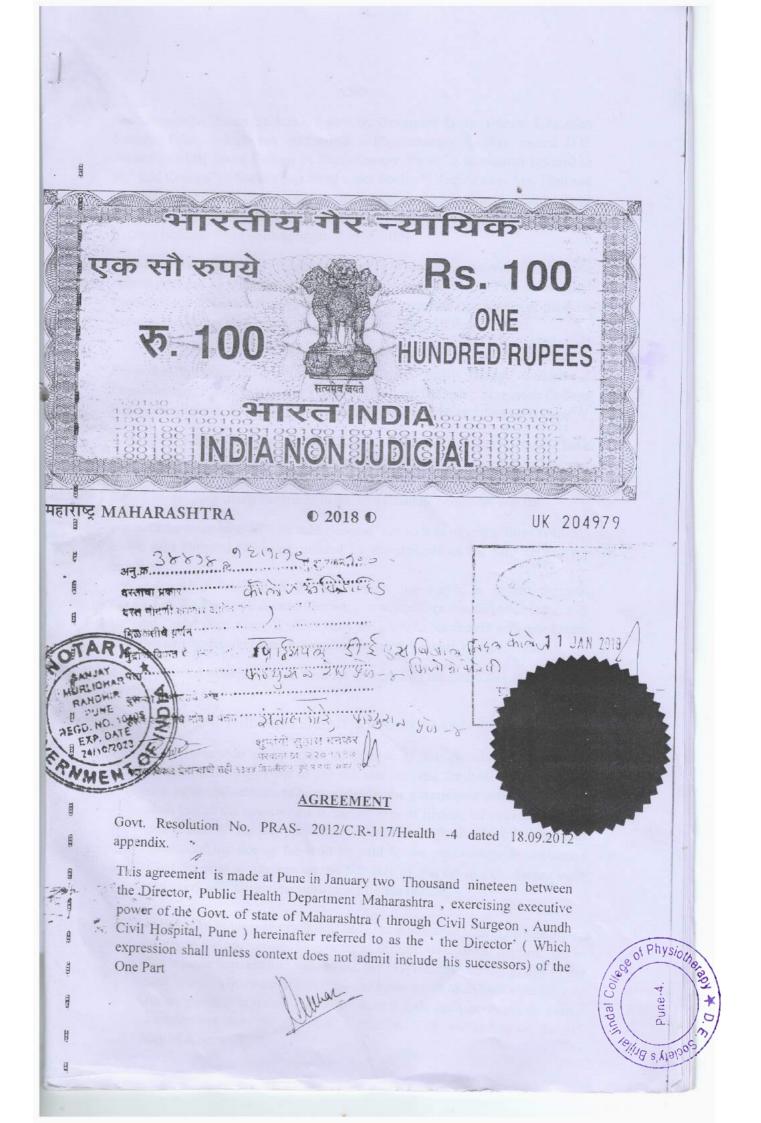
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BEFORE ME Sona NANG SUDHIR S. SONAWANE NOTARY, GOVT OF INDIA PUNE







#### AND

Shri. Dhananjay Anant Kulkarni, Secretary, Governing Body, Deccan Education Society, Pune, (which has established a Physiotherapy College named D.E. Society's Brijlal Jindal College of Physiotherapy, Pune), (hereinafter referred to as "said College") a Society registered under Society's Registration Act, 1860 and an educational public charitable trust registered under the Bombay Public Trust Act, 1950 and having its registered office at Fergusson College Campus, Gopal Krishna Gokhale Road, Shivajinagar, Pune 411004

Hereinafter referred to as "the said College" (Which expression shall unless the contest does not so admit, include then the survivors or survivor of them, the heirs, executors and administrators of the last survivor members or member of the time being of the Managing Committee of the said institute ) of the other part.

WHEREAS the Deccan Education Society has established a Physiotherapy College (named D.E. Society's Brijlal Jindal College of Physiotherapy, Pune) situated at Fergusson College Campus, Fergusson College Road, Shivajinagar, Pune - 411004 (hereinafter referred to as "the said college")

ND WHEREAS the College and Deccan Education Society, Pune have requested the Government to permit them to use 20 beds in Government Hospital and Civil Hospital, Pune (through Civil Surgeon, Aundh Civil Hospital, Civil Surgeon, Aundh Civil Hospital, Civil Surgeon, Aundh Civil Hospital,

hereinafter referred to as "the said Hospital") as well as other facilities available in the said Hospital for being utilized by the students of the said college for training.

AND WHEREAS the Government has agreed to permit the said Deccan Education Society, Pune to utilize the said beds in the said Hespital, short particulars of which beds are given in the second schedule herein under written on sectain terms & conditions agreed between parties hereto.

### where As the parties are desirous of recording the said terms &

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#### W THIS AGREEMENT WITNSSETH AS FOLLOWS :-

- ) In consideration of the grant of license by the government to Deccan Education Society, Pune to use the said hospital furniture and equipment and incidental services to be provided by the government to the said college shall pay to the government as and by way of license fee calculated at the rate of Rs. 50/- per day per bed per student used by the said college the said amount of the license fee shall be paid by the said college to concerned Civil Surgeon in advance on the first day of August to 31<sup>st</sup> August each and every year during the subsistence of this license.
- 2) In pursuant of the said agreement and in consideration of said college agrees to pay to the government license fee at the rate aforesaid at the time and in the manner hereinbefore mentioned, the Government hereby grants to the said college a license and permission to have access to and use the said only for the purpose of training students of the license institute during the period commencing from the day of 1<sup>st</sup> September 2019 and ending on the 31<sup>st</sup> day of August, 2022.



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Provided that if government is satisfied that the said college have duly performed and observed all the terms and conditions of this agreement and have achieved reasonable and / or significant progress towards the construction of and setting up of their own Hospital the Government may grant extension of this license.

- 3) This license shall extend to the employees, agents, students and such other persons as may be lawfully required by the said college for training the students of the College .
- 4) The Director, Public Health on behalf of Government hereby agrees :-
  - (a) That the said college may use the existing furniture, dead stock and clinical facilities belonging to the hospital for the purpose of training students of the institute. If any additional furniture, dead stock and equipment is required by the said college for training students as per the appropriate councils of India and universities requirement then the same shall be provided, installed and maintained by the said college, at their own costs. Provided that entire medical equipment of the said Hospital shall at the discretion of the Civil Surgeon / Medical Superintendent of the said Hospital, be available to all the patients of the said Hospital.
- (b) That the Civil Surgeon / Medical Superintendent of the said Hospital shall be responsible for the care of the patients in the said hospital.

Provided that the exact condition and responsibility of administration, teaching and care of patients shall be worked out and fixed by mutual consultation between the Director of Health Services , Director of Medical Education & Research and the said college .

Provided also that the decision in this regard by the Director of Health/ Services on the parties hereto .

The said college undertakes and agrees :-

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(a) to use the said 20 beds in the said Hospital for the purpose of eaching its students only and for no other purpose whatsoever .

(b) at their own cost and risk to store items of furniture, equipment, and property of the said college in the said Hospital after taking prior permission in writing of the Civil Surgeon / Medical Superintendent of the said Hospital.

- (c) If the said college requires any additional staff for purposes of the training programme of the said college , the same shall be appointed and maintained by the said college at their own cost, Provided further the provision for residential quarters of such additional staff shall be made by the said college at their own costs .
- (d) during the period of this agreement, the staff and the students of the said college who will be in the premises of the said Hospital, shall always be subject to the disciplinary control of the Civil Surgeon / Medical Superintendant .





- (e) that the government shall be entitled to periodically evaluate the recurring expenditure involved as a result of utilization of facilities of the said Hospital by the said college and if upon evaluation, government is required to incur additional expenditure on that account, then the said college shall bear and pay to the government such a additional recurring expenditure .
- (f) to pay for or make good at their expense any damage caused or done by any of the students and staff of the said college to the inmates of the said Hospital and / or its property or any part of the said Hospital or any part appertaining thereto which the staff and students of the Institute have access, except fair wear and tear related to the proper use of the said Hospital by the said college .
- (g) to keep at all times the said Hospital premise and it precincts clean, neat and in good sanitary conditions .
- (h) not to do or permit to be done anything upon the premises of the said Hospital and its precincts which may be a nuisance, annoyance or disturbance to the patients and inmates of the said Hospital or to the owners, occupiers or residents of other premises in the vicinity .
- (i) that government or any other person authorized by Government from time to time shall have the right to inspect the said Hospital ( including the said beds therein which the said college are permitted to use ) on behalf of the Government and the said college, office bearers, staff and the students of the said college shall render to such person full assistance enabling person to inspect the said Hospital. If such person requires the said college to comply with directions in this behalf, then the said college shall without demur ARL comply with them .

to comply with all the directions or instructions issued by the MURLIOH+ government from time to time .

ieslicehse hereby granted shall not confer on the said college, staff and nts of the said college any rights other than those hereby expressly

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If the said college fails to pay the license fee on the date fixed for payment under these presents or if and whenever there shall be a breach of any of the terms and conditions hereof by the said college if the Government is satisfied that the said college have not achieved reasonable or significant progress towards construction and setting up of their own hospital, then the license hereby granted may be terminated by the Government by giving to the said college three months prior notice in writing in that behalf and in the event of such termination or the expiration, the said college shall not be entitled to any damages caused to them or of the building /s or additional floors or improvements built or carried out on the premises of the said Hospital by the said college .

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8) Without prejudice to any other rights and remedies of the Government arrears of the said license fee shall be deemed to be arrears of land revenue and as such may be recovered by the government from the said college

arrears of and revenue under the provision of the Maharashtra Land Revenue code in 1966, and any amendments thereof

- 9) The licensee ( the said college) shall indemnify and keep the licensor indemnified against all cost, charge, losses and damages which the licensor may suffer or incur by virtue of any negligence on the part of licensee which shall effect the licensor ( Govt ) and to reimburse the licensor ( Govt ) all such costs, charges or expense losses or damages as the case may be, immediately on demand by the licensor ( Govt ). The decision of the licensor ( Govt ) in this regard shall be final and binding on the licensee and the licensee shall not have any right to dispute the same.
- 10) The licensee ( said college) shall not be entitled to carry out any renovation and interior work in said premises , as per there requirement.
- 11) The licensee (said college) shall use the said premises only for its lawful object business purpose. The licensee (said college) shall not carry out any business in contravention of any law or statute for the time being in force.

12) The licensee (said college) shall comply with all rules , regulation and bye laws applied to the said premises .

The licensees(said college) shall not allow private per the premises .

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The licensee (said college) shall not be entitled to premises. The licensee (said college) shall, however be any of its subsidiaries or affiliates to use the premises.

- 15) The licensee (said college) shall have a right to peacefully enjoy the said premises subject to compliance with rules and regulation applicable to the said premises.
- 16) The licensee (said college) shall not bring and store any hazardous or inflammable articles in the said premises.
- 17) The licensee (said college) shall not do anything in the said premises which is likely to be a nuisance or annoyance to the other occupants or which can cause any damage to the said premises or any part thereof.
- 18) The license can be terminated by either party by giving three months notice of its intension to terminate the license without any reason, the license shall be terminated at the expiry such notice period.
- 19) The license, terms and conditions as may be mutually agreed upon. It expiry of the license period provided herein, for the renewed period the parties shall execute and register fresh license deed.

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- 20) The licensor ( Govt) shall have to carry out inspection of the said premises, during reasonable working hours either by its self or through its agents , wherever possible .
- 21)The licensee ( said college) shall be bound and liable to pay all amounts as required in terms of this license deed till it is used and occupies the said premises in quiet vacant, peaceful and unencumbered condition.
- 22)In case the Licensee (said college) carries out any illegal business at the said premises, the license shall be decided to be terminated and the licensee (said college ) shall be liable and bound to vacate the said premises forthwith apart from further action under the prevailing rules and regulation for the time being in force .
- 23)Upon expiry, termination or earlier termination of this license and in the event of the licensee (said college) failing to hand over, quietly vacate and hand over peaceful possession of the said premises to the licensor, remove its article and effects belonging to the licensee (said college of Deccan Education Society, Pune) from the said premise, the licensor ( govt .) shall be and entitled to remove the licensee's( said college's) articles from the said premises at the cost of the licensor shall not render themselves liable for any civil or criminal action by doing so. This authority is irrevocable and constitutes the basis of these licenses and licensee shall not be entitled to dispute and any challenge, the validity or reasonable nests of this authority .

In witness where of the Governor of Maharashtra has caused the DHS to the public health department of Government of Maharashtra to set his hand affix the seal of his office there to for on his behalf of and the said college of the institute here into set their hands on the herein above men

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MURLICHA RANCHI

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Anudh Civil Hospital, Pune

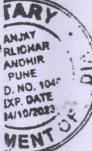
### FIRST SCHEDULE ABOVE REFERED TO (Total 20 Beds including 10 male & female Orthopedic Heds

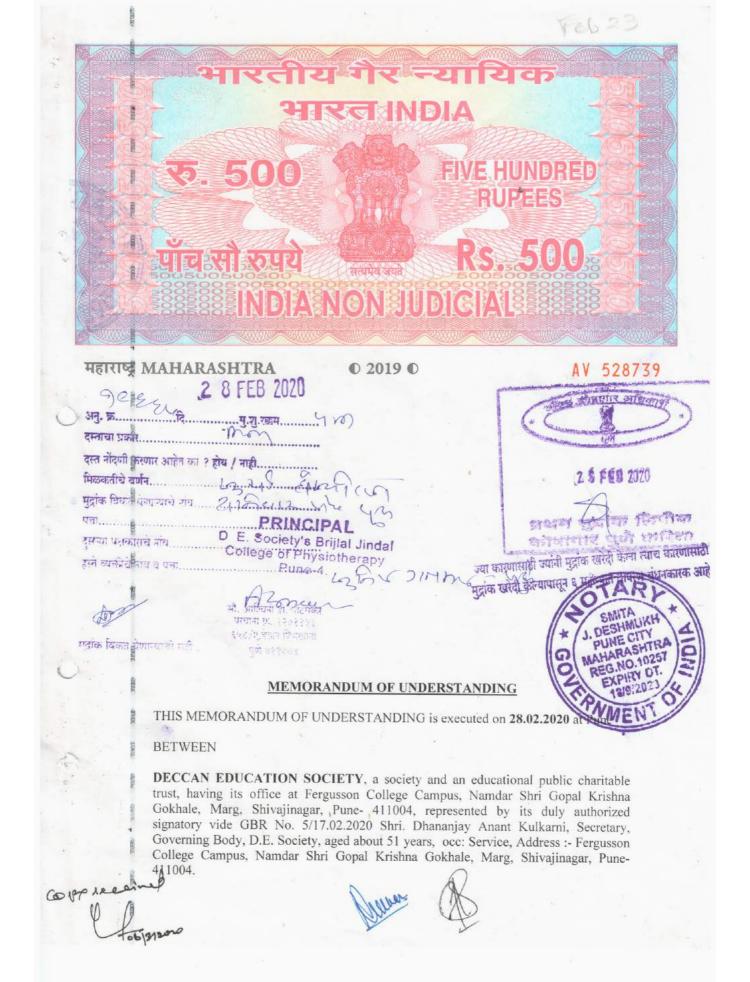
female Medical - Surgical beds)

SIGNED, SEALED AND DENIS SERVED h Camp By Civil Surgeon, District, Puneuto the Government of behalf of the Governor of Maharashtra in the Presence

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X SANJAY M. RANDHIR SIGNED, SEALED AND DELIVERED NOTARY, GOVT. OF INDIA By the Secretary, Governing Body, Deccan Education Society, PLATE SANJAY MURLIDHAR RANDHIR In the presence of : ADVOCATE & NOTARY . . \* GOVERNMENT OF INDIA (1) SIGN : Andhale Resi 33/251, Laxminagar, Parvati, NAME: Aparna Sadhale Mob. 9370034454 Regd. No. 10406 ADDRESS: Principal, D.E. society's Brylad Jinda callege of physiotherapy Purcet Physiotherapy ) SIGN: 2001, TBT NOTED AND REGIST FED of Physiother (2) SIGN : ATSR NO. 66 NAME: Snehal Joshi ADDRESS: D.B. Society's Brijle Affinder 23.1AN 20 OCIELAS BIN





(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns)(Herein after referred to as "DE SOCIETY" for the sake of brevity)**The Party of the First Part** 

#### AND

**Surya Hospitals Pvt. Ltd.** (SHPL), a private limited company having its Registered Office at 1317, Kasba Peth, Pune - 411 011 duly represented by Dr. Jaisingh Shinde, Chairman & Managing Director, about 62 years, Occupation – Medical Practice, residing at D6, 5-ICS Colony, University Road, Pune - 411007.

(Which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future directors, legal representatives Executors, Administrators and permitted Assigns, herein after referred to as "SHPL" for the sake of brevity) The party of the Second Part.

WHEREAS,

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- The DE Society is a Society registered under the Societies Registration Act., 1860, so also is an educational charitable trust, under the Bombay Public Trust Act., 1950, pursuing its objects of imparting formal and informal education in various disciplines.
- The DE Society has established college in the name D.E.Society's Brijlal Jindal College of Physiotherapy with appropriate permissions from Government of Maharashtra and is affiliated to Maharashtra University of Health Sciences, Nashik (hereinafter referred to as the said "COLLEGE").
- SHPL is a company incorporated and registered under companies Act, 1956 and having its main objects of establishing and running hospitals and health care facilities. SHPL is presently running Surya Sahyadri Hospital located at 1317, Kasba Peth, Pune 411 011 (hereinafter referred to as the said 'HOSPITAL' for the sake of brevity).
  - The parties hereto agree that for imparting of practical training and examination of the students as contemplated by the concerned syllabus, the said College is permitted to send students upto its intake capacity, in batches each comprising of about 25 – 30 students led by its faculty members, to the said Hospital, in consideration of the said College paying an amount of Rs. 500/- (Five hundred only) plus applicable taxes and Rs.600/- (Rs. Six hundred only) per PG student/ Intern plus applicable taxes per student per month for the academic year excluding examination period & vacation to the said College, and other terms and conditions enumerated below :

#### NOW, THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH AS UNDER:

#### 1. <u>SCOPE :</u>

The scope of this understanding extends only to deputation of the students by said College upto its intake capacity for all classes, for imparting of practical training and examination as contemplated by the concerned syllabus for the discipline/s in batches each comprising of about 25-30 students led by its faculty members to the said Hospital and other incidental and ancillary matters related thereto.

#### 2. <u>DURATION</u>:

- <sup>1</sup>2.1 The duration of this understanding shall be for a period of three academic years starting from 1<sup>st</sup> March, 2020 up to 28<sup>th</sup> February, 2023, unless renewed in writing.
- 2.2 Either party can cancel or terminate this MOU. by giving 3 months' prior notice in writing to the other party. In case of dispute, the same will be referred to the Sole Arbitrator appointed under the Arbitration and Conciliation Act, 1996, by parties with mutual understanding, whose decision will be final and binding on both the parties and the arbitration proceedings shall be held at Pune.

Arbitrator appointed under the Arbitration and Conciliation Act, 1996, by parties with mutual understanding, whose decision will be final and binding on both the parties and the arbitration proceedings shall be held at Pune.

#### 3. <u>AGREEMENT :</u>

- 3.1 SHPL hereby agrees and permits the College to depute students up to its intake capacity, in batches each comprising of about 25 30 students led by its faculty members, to the said Hospital for imparting of practical training and examination of students as contemplated by the concerned syllabus.
- 3.2 The said College shall acquaint the students with the norms of discipline to be followed while on the campus of the said Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from entering premises of the said Hospital.
- 3.3 The said College is permitted to hold its practical and / or theoretical training in consonance with the syllabus prescribed for the course and to hold examinations in the said Hospital, without however, disturbing the working of the said hospital.
- 3.4 The parties shall maintain a register of students attending at the said Hospital for recording of attendance of the students in the premises of the said Hospital and the said register shall be verified by the faculty member leading the batches of the other hand and / or any authorized staff of the said Hospital.
- 3.5 The said register shall remain in custody of the said College and on each deputation shall be brought to the said Hospital for verification by the parties in terms hereof.

#### 4. <u>CONSIDERATION :</u>

- 4.1 In consideration of this MOU, the DE Society shall pay (and / or caused to be paid through the said College, an amount of Rs. 500/- (Five Hundred only) per UG student per month plus applicable taxes( GST) and Rs. 600/- (Rs. Six hundred only) per PG student/ Intern plus applicable taxes ( GST) when raised by hospital as workshop fees during the period of their training in the said Hospital, with yearly increase of 5%. DE Society shall be responsible for payment of applicable taxes (including service tax) under this MOU.
- 4.2 The Party of the First Part shall be entitled to send UG & PG students and interns for the training programme under this MOU. If the number of students or interns is increased, the payment shall be made on pro rata basis.
- 4.3 Limitation of time for payment.
- 4.3.1 It is agreed by and between the parties that after the expiry of month in which the training was imparted to the student by the said Hospital, the D.E.Society shall pay the amount to be calculated as per number of student within seven days from the date of expiry of each month. If D.E.Society fails or neglects to pay the amount to the said Hospital consecutively for three months, in such case the said Hospital will be entitled to revoke / cancel present M.O.U by sending written Letter by Registered Post A.D. to D.E. Society in this behalf.
- 4.2.2 It is agreed by and between the parties that the party of the first part shall make the payment to the party of the second part by NEFT/ RTGS in the concerned bank provided by the hospital.

#### 5. <u>OBLIGATIONS</u> :

5.1

The DE Society, the said College and the faculty leading the batches shall be responsible for maintenance of discipline, directives, decorum and good behavior of and by the students on the premises of the said Hospital.

- 5.2 Since the matter relates to the Academic year of the concerned students of the said College, except in cases of gross indiscipline and misdemeanor, the said Hospital shall not restrain the students deputed in terms hereof.
- 5.3 In the very nature of the matter, the parties hereto under take to extend all necessary cooperation to each other, so that the education of the students of the said College is not hampered.
  - Each Party shall be responsible for obtaining necessary statutory licesnses, permissions, etc. and for making the statutory compliance as may be applicable to it and to give effect to this Agreement and shall not hold the other party responsible for

#### CONFIDENTIALITY:

5.4

it.

For the purposes of this Agreement "Confidential Information" shall mean all information designated in writing as confidential by each Party and / or those information which under the circumstances of disclosure reasonably ought to be considered as confidential. Confidential Information shall also include the Software Product, including all source and object code, documentation related to such software, and the terms and pricing under this Agreement, including the data of the Parties hereunto.

6.2 Except as reasonably required to execute its rights under this Agreement, each Party agrees to use commercially reasonable efforts to prevent any unauthorized copying, use, distribution, installation or transfer of possession of Confidential Information. At a minimum, each Party shall maintain at least the same procedures and take such care, regarding the other Party's Confidential Information that it maintains with respect to its own. The Parties hereunto shall take all reasonable steps to prevent any personnel or Authorized User from divulging any confidential information to any third party.

In witness whereof, the parties hereto have signed and executed this MEMORANDUM OF UNDERSTANDING on the date hereinbefore first mentioned.

<u> </u>		
	Parties	Signatures
	Shri. Dhananjay Anant Kulkarni ( duly authorized signatory of and for DE Society )	WHAT DTARK
IDENTIFIFIT MY	Dr. Jaisingh Shinde (Chairman & Managing Director, Surya Hospitals Private Limited )	Aunder (* J. DESHMUKH PUNERASHTRA REG.NO.10257 EXPIRY DT. 18/9/2023
B. G. BOTRE PATI		WINCALT O
B. G. BOTTA B.A., LL.B., Advocate Khalumre, Tal. Khed, Dist.		Signatures
Khalumre, Ial. Kilos, 21	Mrs. Aparna Sadhale, Principal, D.E.Society's Brijlal Jindal College	and the
ARY	PRY	BEFOREME
NO CONTRACTOR OF THE CONTRACTO	NOTARIAL NOTARIAL	SMITA JAYAVANT DESHMUKM NOTARY NO. NO. GOVT OF INDIA 09/3/2020

Office : +91-20-26124660 / 26120762 Shreevatsa : +91-20-26128219 Tara : +91- 85548 77948 e-mail : admin@sofosh.org Website : www.sofosh.org

### SOFOSH

#### SOCIETY OF FRIENDS OF THE SASSOON HOSPITALS

Registered under the Societies Registration Act 1860 Reg. No. Mah/447/Poona and the Bombay Public Trust Act 1950 Reg. No. F-325 Address : SOFOSH, Shreevatsa Childcare Centre, Sassoon General Hospitals, Agarkar Road, Pune - 411001.

31st March 2021

To, The Principal, Brijlal Jindal College of Physiotherapy, Pune,

#### Subject: - Certificate of Appreciation

Dear Sir/Madam,

Greetings from SOFOSH!!

This is to certify that faculty and students of DES (Brijlala Jindal College of Physiotherapy) Pune are treating the family deprived and destitute children at Shreevatsa, the child care center run by SOFOSH since the year 2010. Children are benefited by the therapy and is found to be very satisfactory.

This therapy is indeed helpful for the children and we appeal to the college to continue this engagement of students on an ongoing basis.

We are very thankful to the college for the facility provided to the children at Shreevatsa.

This association will continue in future.

Thank you,

SHARMILA SAYED Administration Head SOFOSH Below Ward No. 31/32, Sassoon General Hospitals Pune-411001

Managing Committee : Chairperson: CA. Sachin Abhyankar Vice Chairperson: shri. Shyam Mehendale Shri. Arvind Herlekar

Secretary: Smt. Nivedita Gogte Joint Secretary: Smt. Yogini Brahmankar Treasurer : Adv. Anand Akut

Members :

Smt. Nirmala Lahoti Smt. Amala Phatak Smt. Vibha Bokey Shri. Vikas Kakatkar Dr. Rashmi Pabalkar



## BRIJLAL JINDAL COLLEGE OF PHYSIOTHERAPY

Fergusson College Campus, Pune - 411 004 • Ph.: (020) 67656471 / 67 / 69 • Fax : 67656494, 67656120 • Website : www.despune.org • Email : descoppune@gmail.com / office.physiotheraphy@despune.org Affilited to : Maharashtra University of Health Sciences, Mhasrul, Nashik

Ref.No.: 286 2020-21

Date: 21 01 2021

आवकक. 255 विनांक :- 21/ 1202 अधिभक कार्यालय ससून सर्वोपचार रुग्णालय, पुणे-

प्रति, मेडीकल सुप्रीटेंडंट, ससुन सर्वोपचार रुग्णालय पुणे.

विषय - पदव्युत्तर प्रबंधासाठी माहिती गोळा करण्यास परवानगी देण्याबाबत...

संदर्भ- १) शासनाचे पत्र क्र. एच एस पी २०१२/प्र.क्र.६३५/१२/शिक्षण १, दि. ०९ जानेवारी २०१७

२) शासनाचे पत्र क्र. एच एस पी-२०१८/प्र.क्र.१६३/१८/शिक्षण १, दि. २५ मार्च २०१९

- ३) जा. क्र. सं वैशिवसं/बैजीशावैमपु/संकॉफिपु-ब्रि जिंदाल/भौतिकोपचार प्रात्यक्षिक परवानगी/३५०३/४-अ, दि.१०/०६/२०२०
- ४) डेक्कन एज्युकेशन सोसायटीचे ब्रिजलाल जिंदाल फिजिओथेरपी कॉलेज यांचे पत्र क्र.११६/२०२०-२१, दि.१२/१०/२०२०
- ५) जा.क्र.बैजीशावैम/अ.क./१४०९०-९१/२० दि.२४/१२/२०

मा महोदय,

उपरोक्त विषयास अनुसरून खालील विद्यार्थ्यानी आपल्या रुग्णालयात प्रबंधासाठी माहिती गोळा करण्यात परवानगी मागितली होती ज्यास अनुसरून प्राध्यापक व विभाग प्रमुख शल्यचिकित्साशास्त्र विभाग व पल्मनरी मेडीसीन विभाग यांनी आपले ना हरकतीचा अभिप्राय कळविला आहे.

तरी आपणाकडूनही या संदर्भातील परवानगी मिळावी हि नम्र विनंती

प्रबंधासाठी माहिती गोळा करणारे विद्यार्थी खालीलप्रमाणे

१. शंतनू धारकरी

- २. ऐश्वर्या ढगे
- ३. शिल्पा भारती

क्रिड्रेडी प्रति अपर्णा साधले प्राचार्या

डे.ए.सोसायटीचे ब्रिजलाल जिंदालकॉलेज ऑफ फिजिओथेरपी पुणे

Permitted College of Phys, Medical Superintendent, Sassoon General Hospital. Pune - 411 001 Cocioty's D. E. Society's Brijlal Jindal College of Physiotherapy, Pune Inward No. 110 27 01 2021 Date. Sign A Sasson- R.

D. E. Society's Brijlal Jindal College of Physiotherapy, Pane Inward No Date 1 0 Sign = halo Hospital- R.

Date: 9th November2020

D.E. Society's liadal College of Physiotherar

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To,

Dr. Ashwini Jahagirdar and Dr Rajani Pagare Principal Investigator

Study Title : Estimation of maximum inspiratory pressure as one of the indicator for successful extubation in Intensive care unit patients of tertiary care hospital in Western Maharashtra- An observational study

Sub: Ethics Committee approval of study documents for the above mentioned study.

### Dear Dr. Ashwini Jahagirdar and Dr. Rajani Pagare

Biomedical and Health Research Committee (BHRC) for Sahyadri Hospitals, has reviewed and discussed your application dated 11th October2020 for the above mentioned study to be conducted by you at Sahyadri group of Hospitals in Pune and The Orthopedic Speciality Clinic, Pune

The following documents have been reviewed and approved :

- 1. Main Protocol
- 2. Informed consent form (English Hindi Marathi)
- 3. CRF ( Data collection form
- 4. Maharashtra state counsil for occupational therapy and Physiotherapy Registration of Principal investigator Dr. Rajani Pagare and co investigator Dr. Jinal Kothari
- 5. CV of PI CO -PI

At the BHRC meeting held on 28th October 2020 at 4pm at Sahyadri Clinical Research and Development Center, 33/34B Makarand Bhave Path, Erandawane , Pune - 411004. (SCRDC) , your referenced letter and the above documents were examined and discussed.

After due consideration, the committee has decided to approve the conduct of the aforementioned study under your direction at Sahyadri group of Hospitals in Pune

The following members of the BHRC were present for the bletking held on 28th October 2020 at Sahyadri Clinical Research and Development Center, 33/84 Makarand ave Path, Eranpawane Rune 411004

Comment - Study Approved.