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(One Hundred only)



MEMORANDUM OF UNDERSTANDING 3044622267W

This Memorandum of Understanding (MoU) entered into and executed on this 03rd October 2024 at New Delhi, India.

BETWEEN

Jamia Hamdard (Deemed to be University) established under Section 3 of UGC Act 1956, and having its office at Hamdard Nagar, New Delhi - 110062 (Hereinafter referred to as 'JH' as the context permits);

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andiwala Institute of Physiotherapy

The onus of checking the legitimacy is no the users of the certificate 3. in case of any discrepancy please inform the Competent Authority

Chandiwala Estate, Kalkaji, New Delhi

Banarsidas Chandiwala Institute of Physiotherapy, having its office and college campus at Chandiwala Estate, Maa Anandmayee Marg, Kalkaji, New Delhi-110019 (Hereinafter referred to as 'BCIP' as the context permits)

WHEREAS, Jamia Hamdard was conferred the status of a Deemed University on 10th May 1989 vide a notification from the Ministry of Human Resource Development, under Section 3 of UGC Act, 1956. JH became the first University in Delhi to be accredited in the Grade 'A' by the National Assessment and Accreditation Council (NAAC) of India. In 2023, it achieved an 'A" Grade in the fourth cycle of accreditation the NAAC in the year 2023. It is in the group of top-ranking universities in the National Institutional Ranking framework (NIRF) conducted by National Board of Accreditation (NBA), Ministry of Human Resource Development, Government of India. JH comprises Schools of Science, Pharmacy, Medicine, Nursing, Management Studies, and Nursing & Allied Health Sciences etc. JH is pioneer in Physiotherapy and Occupational Therapy education and research. JH has its own hospital and a recognized/approved Medical College with the name Hamdard Institute of Medical Science & Research (HIMSR). JH offers higher education in different disciplines of leading to UG, PG and PhD. degrees. JH aims to promote programmes in interdisciplinary sciences including translational and clinical research, and seeks to collaborate with national and international reputed institutions and organization for academic and research development and the enrichment of students and faculty.

WHEREAS, BCIP is affiliated to Guru Gobind Singh Indraprsatha University. The Institute stands as a premier institution of excellence in physiotherapy education and training. Our commitment lies in nurturing professionals and leaders of exceptional calibre, equipped with values of entrepreneurship, ethics, and social responsibility. BCIP operates under the esteemed guidance of the Shri Banarsidas Chandiwala Sewa Samark Trust Society, a Charitable Society working in the field of health and education since 1952. To address the evolving challenges in medical education within our rapidly advancing economic landscape, our society strategically established BCIP in 2003. besides other 4 educational Institutes & a vocational Institute for women and JDM College, under Delhi University apart from Specialty Eye Hospital in Delhi & Bihar.

BCIP is running 4 1/2 year Bachelor of Physiotherapy (BPT) and 2-year Masters of Physiotherapy (MPT) program. The institute is affiliated by Guru Gobind Singh Indraprastha University, Delhi and is recognized by Delhi Council of Physiotherapy and Occupational Therapy, GNCT, Delhi. Sol AKL

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Banarsidas Chandiwala Institute of Physiotherapy Chandiwala Estate, Kalkaji, New Delhi

WHEREAS, both parties viz., JH and BCIP realize that in the current context, working together is desirable to promote scientific research using facilities and expertise available at JH and BCIP Therefore, both parties are agreeable to enter into a MoU for working and cooperating with one another and using their respective expertise, knowledge and resources.

JH and the BCIP are referred to herein individually as a "Party" and collectively as the "Parties".

NOW, THE PARTIES HERETO AGREE AS FOLLOWS: -

ARTICLE I: OBJECTIVES OF COOPERATION

JH and BCIP, agree to develop their academic links under the principles of mutual understanding, common interest and mutually complementary activities as outlined hereunder.

- To promote individual contacts among scholars, students and personnel of both the institutions.
- To provide opportunities for both staff and students to use to maximum the expertise and facilities available in both the organizations through training of students/staff and through exchange of thoughts by brain storming sessions/seminars/workshops and meetings.
- 3. To work jointly for the common research interest at national and international levels. This includes preparation of joint supervision and training of students of JH and BCIP and submission of joint proposals for funding from national and international agencies and their implementation.
- 4. To support the exchange of academic, research and training material.
- To share experiences and expertise concerning administration and management of both the organizations.

6. To encourage any other activities that both the parties agreed to be on mutual benefit.

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ARTICLE II: AREAS OF COOPERATION

- This MoU would cover all the constituent Units of BCIP desirous of having collaboration with JH for advanced research and training. For this purpose, BCIP may individually submit proposal for collaborative research to Steering Committee as envisaged in Article III of this MoU.
- 2. Ph.D., PG and UG students working at JH will be allowed to carry out a part of their research work and training in BCIP and vice-versa depending upon specific requirements. No fee will be charged by either of the parties for such association. Due acknowledgement will be given in the thesis and publication resulting from the join collaboration.
- JH and BCIP will independently cover the cost of research chemicals and other
 expenditure incurred in connection with research collaboration, if it is absolutely
 required for success of the joint research work.
- JH and BCIP shall apply for collaborative projects jointly to national and international funding agencies.
- JH and BCIP shall organize joint Conferences/Seminars/Symposia/Workshops / Training Programmes and shall seek financial support from national and international agencies for such an event.
- JH and BCIP may launch joint academic programme after due approval of statutory bodies of JH and BCIP and government as applicable.
- Mobility of faculty and staff of JH and Scientists/Researchers/Staff of BCIP between JH and BCIP and vice-versa will be encouraged.
- 8. JH will not claim any part of the IPR resulting from this collaboration if the invention originates from the work done at BCIP. However, out of collaborative research if the invention originates from a JH laboratory, the University will have full right on IPR.

9. Faculty members/Scientists/Researchers/Staff of BCIP will deliver lectures in areas of their specialization to students of JH on days and timings prearranged on mutual consent by concerned Department.

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- 10. Upon recommendations of the BCIP, JH may consider appointing Scientists working at BCIP as 'Adjunct Faculty' for a specific duration in any identified Department of the University following the due procedure as per the University norms.
- 11. Each Institution/Organization will be free to have additional MoUs/Agreements with any other organization or agency. However, it would be incumbent upon JH and BCIP to safeguard the interest of their respective institutes and to avert any conflict of interest.

ARTICLE III: IMPLEMENTATION AND MONITORING

- JH and BCIP shall constitute a joint 'Steering Committee' which will
 periodically monitor the progress of the MoU. Different proposals for
 collaboration will also be considered by the joint Committee. Meeting of the
 Committee may be held at the premise of JH or BCIP.
- 2. The joint Steering Committee will be as follows

From JH:

- i) Head, Department of Physiotherapy, SNSAH, JH.
- ii) Director, R&D Cell, JH.
- iii) Prof. Shohrab. A. Khan, Dept. of Physiotherapy, SNSAH, JH.

From BCIP:

- i) Dr. C.S. Ram, Director, BCIP
- ii) Dr. Prithvi Parasher (PT), (Nodal Officer), BCIP
- 3. Director, Research & Development Cell, JH will be the coordinator of all activities of this collaboration at JH.
- Regular meetings of Steering Committee will be organized activities will be steering through the above Committee. Minutes of the meetings will be prepared may be reported to the authorities of the JH and BCIP.

ARTICLE IV: DURATION AND TERMINATION OF THE MOU

1. This MoU is effectives as of the date of signatures by the Authorities of JH and BCIP and shall remain in effect for Five (5) years.

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- 2. The tenure of MoU may be extended with mutual agreement of the parties.
- This MoU may be amended at any time by written mutual consent of both the parties.
- 4. This MoU may be terminated by either party by the provision of written notice of termination not less than six months prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.
- The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to either party prior to the termination date.

ARTICLE V: MISCELLANEOUS

- If any provision of this MoU is held by any court or other competent authority
 to be illegal, void or enforceable in whole or in part, this MoU shall continue to
 be valid as to the other provisions therefore and the remainder of the effected
 provision.
- 2. Nothing in this MoU constitutes or to be construed a party as the partner, agent employee, or representative of the other party. A party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.
- 3. The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.
- Parties shall conduct their activities following all the statutory regulations and law of the land in letter and spirit.

5. The parties further agree to observe and comply with the Digital Personal Data Protection Act 2023 in its true spirit and for any such violations they shall be held responsible/accountable as per law(s).

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Director

Benarsidas Chandiwala Institute of Physiotherapy Chandiwala Estate, Kalkaji, New Dolhi 6. Any dispute arising out of this Memorandum of Understanding or in its enforcement the concerned parties to this MoU will resolve the same amicably. However, in case if the dispute remains unresolved it shall be referred to an Arbitrator to be appointed by mutual consent of both the parties subject to Delhi jurisdiction. The seat and venue of the Arbitration proceedings shall be at New Delhi only. The decision of the Arbitrator shall be final and binding upon the party concerned.

IN WITNESS WHEREOF, the parties have caused this MoU to be executed by the hands of duly authorised representatives on the day, month and year above written and that the parties hereto caused this MoU to be executed by their duly authorised signatories in 02 (Two) original copies. The Parties mutually acknowledge and declare to have effectively negotiated and understand all the terms and conditions of this MoU and that; their concurrence on the MoU is the consequence of such negotiations and free will and without any duress, misrepresentation, undue influence and coercion.

ON BEHALF OF THE JH

Registrar Authorised Signator

WITNESSES:

1. (By. S. Banddin) JH Dife for R. Dall, JH

2. Sohms A khan

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ON BEHALF OF THE BCIP

Director Authorised Signatory

Banarsidas Chandiwala Institute of Physiotherapy WITNESSES: Kalkaji, New Delhi

2. Priti Panher.