

This MEMORANDUM OF UNDERSTANDING is entered on ___day of ___month, ___YYYY

BETWEEN

Visvesvaraya National Institute of Technology, an institution declared as the Institution of National importance by the act of Parliament with its principal office located at South Ambazari Road, Nagpur - 440010 (Hereinafter referred to as VNIT)

AND

NKP Salve Institute of Medical Sciences, Nagpur (Hereinafter referred to as NKSIMSH) is the premier institute of Central India. Since its very inception in 1971 it has untiringly toiled amongst the most backward regions and the least privileged to provide them the opportunity to become self-reliant. It has around 50 educational institutions has spread all over Vidarbha region in Maharashtra. The jewel in the crown is the 68 acres of its Digdoh campus situated in the outskirts of the Nagpur city.

- The NKP Salve Institute of Medical Sciences & Research Centre (MBBS, MD, MS, Diploma courses) - NKPSIMS.
- Lata Mangeshkar Hospital (790 bedded Modern Hospital) - LMH.
- VSPM's Dental College & Research Centre (BDS, MDS Courses) - DCRC.
- VSPM's College of Physiotherapy (B.P.Th, M.P.Th Courses) - COP.
- VSPM's College of Nursing (B.Sc Nursing Course) - CON.
- VSPM's Madhuribai Deshmukh Institute of Nursing Education (RGNM Course) - MDINE.

This MOU shall commence from the date of its signing and shall continue for a period of **Two years** from date of its signing, unless either party notify in writing to the other party of its intention to terminate, this MOU thirty days in advance.

This MOU is not legally binding contract and under no circumstances does this memorandum subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under national applicable law.

VNIT and NKSIMSH recognize that they share common goals and are desirous to establish a cooperative arrangement for mutual Benefit.

The said arrangement between VNIT & NKSIMSH will be in the following areas:

01. **Technical Training Programs(TTPs):** TTPs helps to improve the knowledge & the skills of the individuals. An individual undergoing TTPs can benefit in multiple ways. He will understand the job he is currently handling & its importance. He will be in a position to improve his productivity. This MOU also envisages a series of Technical Training Programs for the employees of NKSIMSH. Technical Training Programs could be organized for various Trades/Engineering branches (An Indicative list)
02. **Industrial Testing & Use of Laboratories:** It is an important area to collaborate for both VNIT & NKSIMSH. VNIT in the last 25 years has developed State of the Art laboratories. NKSIMSH members shall utilise the various Laboratories that are available with VNIT. The equipment & faculty expertise could be used by the NKSIMSH for varied purpose on chargeable basis as decided by VNIT.
03. **Undertaking Need based Projects:** The problems faced by an Institute/Hospital undertaking are many viz. technical, human, system & procedures. In this collaboration, the VNIT will **undertake Consultancy activities which will be need based**. The activity will involve Problem Identification, Problem Definition, Problem solving. These Projects would be undertaken in Joint consultation and benefits will **be shared as per terms of each consultancy**.
04. **Institute Visit:** It is an activity where student community would like to experience the real life work situations. This MOU will provide an opportunity to the students of VNIT of different Branches to visit the hospital research activities and vice versa.
05. **Guest Faculty/ Visiting Faculty:** VNIT will invite NKSIMSH experts to share their experience with Students of VNIT through Entrepreneurship Development Cell of various Departments. These lectures would be

organised on a mutually agreeable time & date. It is expected that NKSIMSH will depute the Senior professors/ doctors who are ready to share their experience with students of VNIT.

06. **Confidentiality:** As part of this MOU, either party will acquire or develop confidential and proprietary information concerning its dealings and methods of dealings. Both parties agree that such Confidential Matter is for the other party's exclusive benefit and that, either party will not directly or indirectly use or disclose any Confidential Matter, except for specified purpose. Receiving party shall use the Confidential Matter of the other party only to its employees, directors and advisors on a 'need to know' basis. Disclosing party does not give any warranty for accuracy or completeness of Confidential Matter. Upon the termination of this MOU, either party will promptly return all the Confidential Matter to the other party. The confidentiality obligations stated herein shall survive for two (2) years after termination of this MOU. The obligations contained in this Clause shall not apply to information in public domain or is received from a third party without restrictions or is developed independently or is in possession of the receiving party.
07. **Presentation /Dissertation Evaluation:** As a part of your curriculum the students of VNIT are preparing dissertation /Presentation. NKSIMSH will support this activity of VNIT by sharing technical data and the necessary guidance to the students to make their dissertation /Presentation technically perfect and unique.
08. **Joint Working Group :** VNIT & NKSIMSH will establish a "Joint Working Group" to manage and execute the cooperative activities mentioned in this MOU. The Parties will endeavor to ensure that the Working Group is composed of the representatives of both the institutes that will work to achieve the objectives of this association.
09. **Agreements for Research Collaboration:** Each research collaboration undertaken by the parties hereunder shall **be initiated by the signing of a separate research agreement** between the parties, which will describe in detail:
 - a. The nature, scope and schedule of the research collaboration.

- b. The form of the research collaboration.
 - c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
 - d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
 - e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.
- 9 (A) Both the parties will share equally if any financial liability is there, while executing various activities of this MOU.
10. **Settlement of Dispute:** Any dispute arising out of work related with this MOU will be settled through mutual discussion.
11. **Signed in Duplicate:** This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
Visvesvaraya National

Institute of Technology
By : *Nehardeep*
Name : PROF NARENDRA
CHAUDHARI
Title : Director VNIT

Date : *[Signature]*
Witness:
1. *[Signature]*
P. M. Padole

2. *[Signature]*
Dr. A. M. Kuthe

on behalf of
NKPSALVE

Institute of Medical Sciences
By : *Kishu*
Name : Dr. Kujal Mitra
Title : Dean

Date : 14 May 2018

Witness:
1. *[Signature]*
14/5/18 Dr. Suresh Chari

2. *[Signature]*
Dr. V. V. Hanthore
14.5.18