

This MEMORANDUM OF UNDERSTANDING is entered on 6th April 2018

BETWEEN

G. H. Raisoni College of Engineering, Nagpur

AND

NKP Salve Institute of Medical Sciences, & Research Centre & LMH, Nagpur

NKP Salve Institute of Medical Sciences, & Research Centre & LMH, Nagpur (Hereinafter referred to as NKP SIMS) 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 is located at Digdoh campus on Hingna road situated in the outskirts of the Nagpur city in an area of 68 acres.

G. H. Raisoni College of Engineering, Nagpur (GHRCE) is an Autonomous Institute, in the convoy of Raisoni group of Institutions. GHRCE is the flagship institute of Raisoni Group of Institutions (RGI). GHRCE offers 07 Undergraduate, 12 Postgraduate and 10 Doctoral programmes. All undergraduate programmes have compulsory 6 months industrial internship embedded in 4 year degree programme. It is ranked 67th position in India amongst all Engineering Institutions by National Institutional Ranking Framework (NIRF)-2017 announced by MHRD, Govt, of India. It has got dual accreditation, "A+" grade by NAAC and also received NBA accreditation & Re-accreditation (Tier-I). Emphasis on innovation and internship resulted into 209 patents. It is ranked at 5th position in India for filing maximum number of Patents as per the recent annual report of Indian Patent Office. Also it has been ranked under Platinum category for Best Industry linked institution by AICTE-CII survey of 2016.

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

G. H. Raisoni College of Engineering and NKP SIMS recognize that they share common goals and are desirous to establish a cooperative arrangement for mutual benefit.

The said arrangement between G. H. Raisoni College of Engineering and NKP SIMS will be in the following areas:

1. 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 be in a position to improve his productivity. This MOU also envisages a series of Technical Training Programs for the employees of NKP SIMS.

2. Industrial Testing & Use of Laboratories: It is an important area to collaborate for both G. H. Raisoni College of Engineering and NKP SIMS members shall utilize the various Laboratories that are available with G. H. Raisoni College of Engineering. The equipment & faculty expertise could be used by the NKP SIMS for varied purpose on chargeable basis as decided by G. H. Raisoni College of Engineering.

3. Undertaking Need based Projects: The problems faced by an Institute/ Hospital undertaking are many viz. technical, biomedical, human, system & procedures. In this collaboration, the G. H. Raisoni College of Engineering will undertake Consultancy activities which will be need based. The activity will involve Problem Identification, Problem Definition, Data collection, Data Analysis, Problem solving by taking corrective actions. These projects would be undertaken in joint consultation and benefits will be shared suitably.

4. 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 G. H. Raisoni

College of Engineering of different branches to visit the hospital research activities and vice versa.

5. Guest Faculty / Visiting Faculty: G.H. Raisoni College of Engineering will invite NKP SIMS experts to share their experience with students of G. H. Raisoni College of Engineering through Entrepreneurship Development Cell of various departments. These lectures would be organized on a mutually agreeable time & date. It is expected that NKP SIMS will depute the senior professors / doctors who are ready to share their experience with students of G.H. Raisoni Collage of Engineering.

6. 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 confidential matter to the other party. The confidentiality obligations stated herein shall survive for two (2) years after termination of this MOU. The obligations contain in this Clause shall not apply to information in public domain or is received from third party without restrictions or is developed independently or is in possession of the receiving party.

7. Presentation / Dissertation Evaluation: As a part of curriculum the students of G. H. Raisoni College of Engineering prepare dissertation / Presentation. NKP SIMS will support this activity of G. H. Raisoni College of Engineering by sharing technical data and the necessary guidance to the students to make their dissertation / presentation technically perfect and unique.

8. Joint Working Group: G. H. Raisoni College of Engineering and NKP SIMS will establish a "Joint Working Group" and execute the cooperative activities mentioned in this MOU. The parties will endeavor to ensure that the working group is composed of the representative of both the institutes that will work to achieve the objectives of this association.

9. 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 are used in research collaboration. The publication, IPR, patents will be property of both and shall carry the names of both. However the main contributor from GHRCE shall be the first inventor/ author. The prototype will be with GHRCE, Nagpur.
 - 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.
 - f. NKP SIMS shall provide mentorship to GHRCE's Technology Business Incubator (GHRTBI Foundation)'s various startups / projects based on Biomedical Engineering/ Sciences.
- Both the parties will share equally if any financial liability is their, while executing various activities of this MOU.

10. 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.

11. **Statement of Dispute:** Any dispute arising out of work related with this MOU will be settled through mutual discussion.

12. The above MOU will be for all Health Science Institutes of VSPM ie: NKP SIMS, VSPM Dental College & Research Center & VSPM College of Physiotherapy projects to be submitted through Department of Research and Dean NKP SIMS Nagpur.

13. **Signed in duplicate:** This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

14. **Force Majeure:** Neither party shall be held responsible for non-fulfillment of their respective obligation under the agreement due to exigency of one or more of the unforeseen events such as but not limited to Acts of God, war, flood, earthquake, cyclones, strikes, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of such events, they effected thereby shall give notice in writing to other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

15. **Termination:** During the tenure of the MOU, either party may terminate and nullify this MOU by providing prior written notice of 30 days to the other party for any of the reasons- Cause/convenience/Force Majeure

i) **Termination for Convenience:** For convenience without assigning any reason

ii) **Termination for Cause:** For the breach of obligations/responsibilities/conditions of this agreement by the other party, with an opportunity to cure/rectify such a situation within thirty (30) days to the defaulting party and no remedial action is taken to the satisfaction of the aggrieved party.

iii) **Termination for Force Majeure:** in the event of "Force Majeure" as defined in this MOU.

iv) **Obligations upon Termination**

Following termination or expiration of this Agreement, in addition to any other obligations existing hereunder or otherwise at law or in equity,

- (a) The rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement if any shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.
- (b) The agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the agreement.
- (c) Termination shall not affect the projects/ assignments agreed to be undertaken by both the parties before such termination and both the parties should complete such projects/ assignments as if this MoU is in operation.
- (d) On termination, the Partner Institute shall handover the data which were used for processing to counterpart.

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

G. H. Raisoni

By: *[Signature]*

Name: *[Signature]*

Title: *[Signature]*

Date: 11/04/2018

Witness: *[Signature]*

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2. *[Signature]*

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On behalf of

NKP SALVE

Institute of Medical Sciences

By: *[Signature]*

Name: *[Signature]*

Title: *[Signature]*

Date: 11/4/18

Witness: *[Signature]*

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2. *[Signature]*

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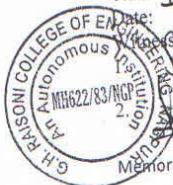
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Memorandum of Understanding between NKPSIMS and GHRCE