

# **Institutional Efforts in providing Inclusive Environment towards communal Harmony**

## MEMORANDUM OF UNDERSTANDING

Krishna Institute of Medical Sciences Deemed University, Karad enters into Memorandum of Understanding (MOU) with Ehsaas special School for Mentally Handicapped, A/P. Valse, Near Ajinkya Tara Sugar factory, Shendre, NH-4, Satara. It is proposed for Health check up & social behavioral awareness programme for Mentally Handicapped children in Ehsaas.

The Signatories to this Memorandum of Understanding, declaring their common intention to participate in the concerted action referred to above have reached the following understanding.

### CL.1. THE MOU

CL.1.1 This MOU made and entered into on this 01<sup>st</sup> June 2017 between Krishna Institute of Medical Sciences Deemed University, Karad.

CL.1.2 Ehsaas special School for Mentally Handicapped, Satara. (herewith called the PARTY of the part)

### CL.2. PREAMBLE

CL.2.1 WHERE AS the PARTY is desirous of collaborating with Krishna Institute of Medical Sciences Deemed University, Karad. Now, therefore, in consideration of the premises and mutual covenants here-in-after contained the parties here to agree as follows:

Krishna Institute of Medical Sciences Deemed University (KIMSDU), Karad and Ehsaas special School for Mentally Handicapped, A/P. Valse, Satara appreciate each other's contribution in the field of community welfare and are of opinion that the collaboration between the two, shall be of great benefit to children's of Ehsaas special School for Mentally Handicapped, A/P. Valse, Satara.

Krishna Institute of Medical Sciences has been providing free health camp services to children of Ehsaas special School for Mentally Handicapped, free medical checkup and treatment in hospital.



**REGISTRAR**  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad

### **CL.3. OBJECTIVES**

The collaboration entails adoption of Children of Ehsaas special School for Mentally Handicapped, A/P. Valse, Satara for the purpose of healthcare.

- Periodic Medical Examination, once in 6 months in the premises of Ehsaas special School for Mentally Handicapped, A/P. Valse, Satara.
- Physiotherapy treatment as felt necessary.
- Training of trainers for Physiotherapy maneuvers at 'Ehsaas' centre and Krishna Institute of Medical Sciences Deemed University, Karad.
- Revisits for active implementation.

### **CL.4. COORDINATION**

**CL.4.1** A meeting of with the Registrar, Krishna Institute of Medical Sciences Deemed University, Karad and President, Ehsaas special School for Mentally Handicapped, A/P. Valse, Satara will be organized once every 6 months at Krishna Institute of Medical Sciences Deemed University's office to review the activities. Emergency requirements need not wait for meetings and on "as required" basis these can be routed through the Registrar, Krishna Institute of Medical Sciences Deemed University, Karad.

### **CL.5. SCOPE OF THE MOU**

**CL.5.1** The agreement details, terms and conditions, modalities of collaboration, responsibilities and obligations of the PARTY and Krishna Institute of Medical Sciences Deemed University, Karad.

### **CL.6. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT.**

**CL.6.1** The Memorandum of Understanding will remain in force for a period of 03 years, calculated from the date of first meeting of the meeting of Management Committee, unless the duration of the Action is modified according to the provision.

**CL.6.2** The agreement shall terminate on the expiry of the period, as in the clause 11.1 unless extended by both the parties.

**CL.6.3** During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any terms and conditions of this agreement or otherwise by giving a one month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute waiver of that party's right to terminate this agreement.

**CL.6.4** In the event of termination of the agreement vide clause 11.3, the right and obligations of the parties, there of shall be settled by mutual discussion.

#### **CL.7. NOTICES**

**CL.7.1** All notices and other communication required to be served on the PARTY under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the party its last known address of business. Similarly, any notice to be given to Krishna Institute of Medical Sciences Deemed University, Karad shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the Krishna Institute of Medical Sciences Deemed University, Karad at its registered address in Karad.

#### **CL.8. AMENDMENTS TO THE AGREEMENT**

**CL.8.1** No amendment or modification of these agreements shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications / Changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

#### **CL.9. ASSIGNMENT OF THE AGREEMENT**

**CL.9.1** The rights and liabilities arising to any party to this agreement shall not be assigned except with written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.


## CL.10. ARBITRATION

CL.10.1 Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and decision of such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration ACT, 1996.

## SEAL OF PARTIES


In witness where of the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

For and on behalf of  
Krishna Institute of Medical Sciences  
Deemed University, Karad


Signature:   
Name: Dr. M. V. Ghorpade  
Designation: Registrar  
Krishna Institute of Medical Sciences  
Deemed University, Karad

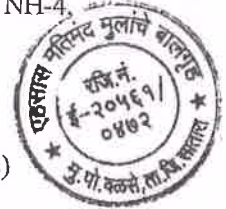


Witness (Name & Address)

  
Mr. Rais Patel  
Co-ordinator,  
Krishna Institute of Medical Sciences  
Deemed University, Karad

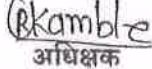
For and on behalf of  
Ehsaas special School for  
Mentally Handicapped, Satara

Signature:   
Name: Mr. Sanjay Kambale  
Designation: President  
Ehsaas special School for,  
Mentally Handicapped,  
A/P.Valse , Near Ajinkya Tara  
Sugar factory, Shendre, NH-4,  
Satara.



Witness (Name & Address)

Miss. Rajani L. Kambale

  
अधिक्षक  
एहसास मतिमंद मुलांचे बालगृह  
मु.पो.वळसे, ता.जि.सातारा

  
**REGISTRAR**  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad



महाराष्ट्र MAHARASHTRA

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**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made and entered into between the parties as of the 5<sup>th</sup> day of May , 2017 (hereinafter "effective date")

**BETWEEN**

**Finolex Industries Limited**, a Public Company incorporated under the Companies Act 1956, having its registered office at GAT No 399, Village Urse, Taluka Maval, District Pune 411506 Maharashtra State, India (hereinafter referred to as "**FIL**", which expression shall unless repugnant to the context or meaning thereof, shall be deemed to include its permitted successors and assigns) of the **FIRST PART**



*Krishna*

AND

**Mukul Madhav Foundation**, a Public Charitable Trust registered under Bombay Public Trust Act, 1950 having its office at Harmony, 5, ICS Colony, Ganeshkhind Road, Pune 411007 (hereinafter referred to as "**MMF**", which expression shall unless repugnant to the context or meaning thereof, shall be deemed to include its permitted successors and assigns) of the **SECOND PART**

AND

**Krishna Institute of Medical Sciences Deemed University (KIMSDU), Karad** A Deemed University declared under section 3 of UGC Act, 1956 by Ministry of Human Resources Development vide Notification No. F.9-15/2001-U.3, having its registered office at Malkapur, Karad 415539 (hereinafter referred to as "**KIMSDU**", which expression shall unless repugnant to the context or meaning thereof, shall be deemed to include its permitted successors and assigns) of the **THIRD PART**

AND

**Zila Parishad of Satara**, having its office at \_\_\_\_\_  
District Satara, Maharashtra (hereinafter referred to as "**ZPS**", which expression shall unless repugnant to the context or meaning thereof, shall be deemed to include its permitted successors and assigns) of the **FOURTH PART**

**WHEREAS** FIL, inter alia, is having its PVC, PVC pipes and Power plants at Ranpar Pawas Road, District Ratnagiri 415616, Maharashtra State, India and at many other locations in India. As a good corporate citizen, FIL by itself and/or through guidance of MMF, is continuing its focus on Corporate Social Responsibilities (CSR) activities in the areas of Health, Environmental, Education, Sports and Social in the vicinity of its plants and also at various locations in India.

**WHEREAS** MMF is rendering various social activities in the areas of Health, Environmental, Education, Sports, and Social at various locations in India by itself and on behalf of FIL. MMF has very large experience in conducting various activities and is acting as financing, monitoring, supervising and coordinating organization between the parties to achieve the objectives under this MOU.

*[Handwritten signature]*



WHEREAS KIMSDU, inter alia, is engaged in providing various healthcare facilities to the society in and around Satara.

WHEREAS ZPS is a governing authority of Satara District and assist/provide various social services in and around the Satara District for betterment of the public life at large.

WHEREAS all the parties, considering the need for creating Rehabilitation Centre for the benefit of children with Cerebral Palsy (CP) in the Patan taluka, Satara District, agreed to set up the Rehabilitation Centre in the premises of ZPS at Patan taluka, Satara District. Further, all the parties have agreed that the Rehabilitation Centre would be named as 'Finolex Rehabilitation Centre' (FRC).

All the parties to this MOU further agree and confirm that during the validity of this MOU, the names and logos of all the parties in the style, text and format as confirmed by them and names and logos of any other persons, doctors, trust, foundation as agreed by the parties will be displayed in the boards, main entrance of the Rehabilitation Centre or inside the Rehabilitation Centre and in the brochures and every document used and to be used by the Rehabilitation Centre.

WHEREAS the activity and objectives stipulated in this MOU has already been in operation and is being performed by the parties from 3<sup>rd</sup> day of December 2016, it is mutually agreed to reduce in writing the terms and conditions of the activity. Therefore, the parties have mutually performed this MOU.

WHEREAS all the parties have discussed, finalised their roles and responsibilities for setting up and running FRC and it is for that purpose they have decided to reduce to writing such terms and conditions agreed upon hereunder in this MOU.

**THEREFORE THIS UNDERSTANDING IS AGREED AND EXECUTED BY AND BETWEEN THE ABOVE NAMED PARTIES AS FOLLOWS:**

**1. VALIDITY, PERIOD AND AMENDMENT(S):**

This MOU is executed on the day and date as mentioned aforesaid and will be effective on signing by all the parties and will be valid for the period of five (5) years from the effective date.

This MOU may be renewed on mutually agreed terms and the parties

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agree that the terms and conditions for renewal of the MOU will be finalised well in advance before the expiry of this MOU.

All the parties further agree that they may amend, alter or modify any of the clauses of this MOU if such amendment, alteration or modification is mutually agreed upon in writing by all the parties.

2. **OBJECTIVE:** The parties to this MOU agree to set up a Rehabilitation Centre for children suffering from Cerebral Palsy (CP) in the premises provided by ZPS at Patan Taluka, Dist. Satara. The centre would be set up to provide and make available state of art Rehabilitation Centre facilities which includes physiotherapy sessions at most competitive rates by using latest equipment and medical treatments at the hands of experts from KIMSDU for the patients of CP from nearby villages.

3. **UNDERSTANDING, SCOPE AND OBLIGATIONS OF THE PARTIES:**

a) **Scope and obligation of FIL and MMF:** - The responsibilities and obligations of FIL and MMF are stated hereunder in this clause and they will be bound strictly only by such responsibilities and obligations as stated in this clause 3(a) only.

- i) FIL in association with MMF will equip the Finolex Rehabilitation Centre with the physiotherapy equipment aggregating upto Rs. 1 lakh (Rupees one lakh Only) as may be required as per Annexure 1. If any additional equipment is required as per advice from KIMSDU, MMF shall consider such request as it may deem fit and shall inform other parties accordingly. FIL or MMF may provide the consumables i.e. printing material, registers, printers required for the center at its discretion.
- ii) FIL and MMF does not and will not guarantee/ warranty for any health checking medical equipment(s), the test reports, results and/ or any performance obligations while using the said medical equipment(s) by either of parties or public at large.
- iii) FIL and MMF will not be responsible for any usage, repairs, upkeep, mishandling of the said equipment(s) including any ongoing Annual Maintenance Contract and/ or any cost, liability and indemnity and/ or liability arising out of it.

- iv) FIL or MMF may engage in any of the CSR activities similar to the activities covered in this MOU or otherwise without any prior permission or approval from any of the parties.
- v) FIL or MMF shall have the rights and access to all the data including but not limited to patient files, assessment reports, physiotherapy observation/ attendance report card maintained and generated during the session or assessment camps or otherwise organised by FIL or MMF.
- vi) FIL or MMF shall provide necessary assistance for smooth coordination and communication between the patients/ his/her parents and KIMSDU and shall make necessary arrangement for day to day administrative work of the said activity.
- vii) FIL or MMF shall provide for all lodging, boarding and traveling expenses of the doctors and/or support staff from KIMSDU, Karad.
- viii) **MMF shall make arrangements to collect the fees from the patients upto a maximum sum of Rs 25/- (Rupees twenty five only) per patient for every session and MMF shall contribute an additional sum of Rs. 50/- (Rupees Fifty only) per session per patient and shall make a monthly payment of Rs. 75/- (Rupees Seventy Five only) per session per patient to KIMSDU. MMF shall make minimum 6 patients payment to KIMSDU on every session. MMF shall make contribution of Rs.1000/- for KIMSDU team transportation from Karad - Patan - Karad per session. MMF or FIL may provide financial assistance for the devices or further treatment as recommended by KIMSDU. The number of minimum patients and transportation charges will be reviewed by mutual consent every 6 months.**

**b) Responsibilities of ZPS:-**

- i. ZPS undertakes to provide two rooms of minimum size, each rooms being 20 feet X 10 feet exclusively and other required space, common reception area, furniture(s), light(s), fan(s) table(s), chair(s), cabinet(s), urinal(s) and toilet(s), security staff, housekeeping etc within its premises for installation and required facilities at its cost. No rent or operative cost will be charged by ZPS for the above facility to any party to this MOU or to any patient.

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- ii. ZPS is undertaking and will continue to undertake the expenses relating to all required consumables, software, hardware, printer, computers and its peripherals, maintenance of Equipment(s), payment of annual maintenance contract, repair, up-keepment, protection, insurance from all perils of Equipment(s) and its premises, professional indemnity insurance and generally keep running the equipment(s) and machinery etc. installed at its premises at its cost.
- iii. During the period of this MOU, (a) ZPS shall not create any encumbrances on said Equipment(s) or shall not transfer/sale/dispose of Equipment(s) or its parts; (b) shall not on its own repair or replace Equipment(s) or its parts, shall promptly lodge call with original manufactures of Equipment(s) with information to FIL and MMF; (d) ZPS shall take all care, precautions, and diligence to ensure that the said Equipment(s) remain in good working condition.
- iv. ZPS understands the rights of other parties and will respect and adhere to the understanding under this MOU.
- v. ZPS will return all the Equipment(s) as more particularly stated in Annexure I in good and working condition to FIL and/or MMF on expiry of the period as stated in Article 1 of this MOU or after expiry of renewed period, if any.
- vi. ZPS undertakes the responsibility to provide electricity required for the smooth functioning of the centre and also maintenance of the centre for the entire period for which the present MOU is in force.

**c) Responsibilities of KIMSDU**

- i. KIMSDU shall provide a team of not less than two intern/physiotherapists along with senior faculty to travel to the center on mutually agreed schedule. Further KIMSDU shall ensure that such team shall spend minimum seven working hours excluding travel / lunch time to conduct the physiotherapy sessions and other related medical treatment/ activities.



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- ii. KIMSDU shall not charge fee over and above Rs. 150/- (Rupees One Hundred Fifty only) per patient per session from FIL or MMF and shall not charge any other cost or expenditure.
- iii. KIMSDU shall be responsible to conduct counseling of patient/ parents and prescribing the appropriate/ required devices and line of further treatments.
- iv. KIMSDU understands the rights of other parties and will respect and adhere to the understanding under this MOU.
- v. KIMSDU does hereby agree that it will report progress of the Centre including aspects like number of patients checked and analysis thereof to Managing Trustee of MMF fortnightly.
- vi. While rendering services as mentioned in this MOU, KIMSDU shall duly comply with all applicable laws and generally acceptable medical standards for all such tests and use of machinery and equipment(s).

4. **TERMINATION AND CONSEQUENCES:**

Any party may terminate this MOU, with or without reason by giving 90 days' advance written notice to all other parties at the address mentioned aforesaid by email followed by courier/ speed post.

FIL and MMF may terminate this MOU without notice in case, FIL and MMF concludes that ZPS or KIMSDU is not rendering services as per objectives mentioned in this MOU.

On receipt of the Notice of Termination, all the parties will meet and jointly discuss the further plan of action as may be necessary to achieve the objectives under this MOU.

On or before the actual date of termination of this MOU, the remaining other parties may discuss and finalize any other MOU, arrangements as may be necessary for the furtherance of the objectives of this MOU.

In case this MOU is terminated by either of parties and/or expiry of period as stated in Article 1 of this MOU or if this MOU is not renewed for further period, (a) FIL or MMF will have right to take possession of the equipment(s) and machineries, remove the said Equipment(s) from the premises provided by ZPS and reinstall these equipments at any other convenient locations at its

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discretion. In these circumstances, other parties will not raise any objections or bring any legal or administrative hurdles so that FIL or MMF is unable to take actions under this clause.

5. LIABILITY AND INDEMNITY:

ZPS & KIMSDU shall indemnify, defend and hold harmless FIL and /or MMF (including its directors/trustees employees and agents) from, but not limited to, any claims, liabilities, judgments, orders, fines, damages, costs and expenses (including court costs and reasonable attorney's fees) due to claims raised by any party or due to negligence, instructions or the advice or consultation or treatment given by KIMSDU and/or specialized doctor(s) (including its employees, representatives).

6. APPLICABILITY OF LAW AND ARBITRATION:

This MOU shall be governed by laws of India.

Prior to referring any dispute claim or disagreement to the courts as aforesaid, the Parties shall cause to negotiate in good faith to resolve any such dispute, claim or disagreement in not less than three (3) meetings to be conducted over a period of at least (60) days. Any dispute arising under this MOU which cannot be settled through negotiation, shall be referred to arbitration and shall be resolved in accordance with the provisions of Arbitration and Conciliation Act, 1996. Arbitration shall be conducted by Sole Arbitrator who shall be appointed by all Parties jointly. The language of the arbitration shall be English. Such arbitration shall be held at Pune.

Subject to provisions of Arbitration, the courts at Pune will have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with the MOU.

7. RELATIONSHIP OF THE PARTIES

The parties declare that this Agreement is not intended to and shall not result in creation of any association, partnership, joint venture or other relationship or entity by or between the Parties to enable any of them to claim any remuneration or compensation from each other, other than the recovery of charges from the patients, for services rendered to the patients. This Agreement

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**REGISTRAR**  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad

shall not result into formation of any association, organization or partnership or joint venture between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this MOU on the below mentioned date.

  
For Finolex Industries Limited

For Mukul Madhav Foundation





  
REGISTRAR  
Krishna Institute of Medical Sciences,  
Deemed University, Karad

For Krishna Institute of Medical Sciences Deemed University  
(KIMSDU), Karad.

For Zila Parishad of Satara

Witness:

1. Signature:   
Name: Mrs. Bhakti Joshi  
Address - Karad.

2. Signature   
Name: Sachin B. Komble.  
Address: ~~K. P. Chachegaoon,~~  
Tal-Karad, Dist-Satara

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REGISTRAR  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad

Annexure I

The details of the Equipment(s) and Machinery

Sr. No.	Description	Qty	Cost



*M* *W*



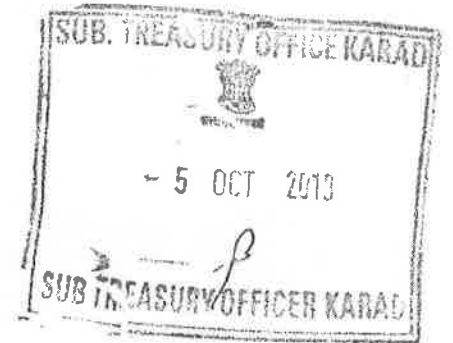


महाराष्ट्र MAHARASHTRA

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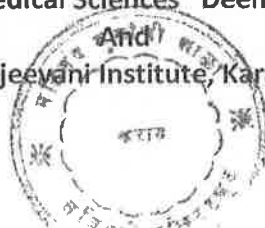
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अनुसूची-२ / Annexure-II	
खालील शिक्का प्रसिद्धास व्यक्तिगत वापरण्यात येणाऱ्या मसुदाकर उमदवावा.	
दस्तावा प्रकार/अनुच्छेद क्रमांक- (Nature of document/Article No.)	कल्ल
दस्त नोंदणी करणार आहेत का ? (Whether it is to be Registered)	—
नोंदणी होणार असल्यास त्या निबंधक व्यक्तीचे नाव (If Registrable Name of S.R.O.)	—
मिळकतीचे वर्णन - मोजे (Property Description in brief)	—
मसुदाकराचे रक्कम - (Stamp Duty Amount)	रु. —
मुद्रांक विकस घेणाऱ्याचे नाव (Stamp Purchaser's Name)	प्रभारी मुख्याध्यापक
दुसऱ्या पक्षाकाराचे नाव (Name of the other party)	संजीवनी इन्स्टिट्यूटची, मतिमद मुलांची शाळा, कराड (१००)
हस्त असल्यास त्याचे नाव व पत्ता (If through other person than Name & Address)	—
मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	रु. १०००/-
मुद्रांक क्रमांक वही अनुक्रमांक/दिनांक (Serial No./Date)	११६ / ११-१०-२०१६
मुद्रांक विकस घेणाऱ्याची स्वाक्षरी (Stamp Purchaser's Sign/Mark)	X
डी. वि. व. प्रमाणे मुद्रांक विकस करणेची स्वाक्षरी (If by D.V. & V. Stamp Purchaser's Sign/Mark)	X
ज्या कारणासाठी उरणी मुद्रांक विकस करणेची स्वाक्षरी देण्यात आली आहे. (If by D.V. & V. Stamp Purchaser's Sign/Mark)	—



Memorandum of Understanding for Community Welfare Program  
between  
Krishna Institute of Medical Sciences "Deemed To Be University"

Sanjeevani Institute, Karad



REGISTRAR

Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad

REGISTRAR

Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad

## INTER INSTITUTIONAL LINKAGE


### PREAMBLE


Krishna Institute of Medical Sciences "Deemed To Be University" (KIMSUDU), Karad and Sanjeevani Institute, Karad appreciates each other's contribution in the field of community welfare and or/of opinion that the collaboration between the two shall be of great benefit to children of school for mentally challenged.


Krishna Institute of Medical Sciences "Deemed To Be University" has been providing free healthcare services to children of school for differently abled children in Karad for over 25 years. The free healthcare services include free medical checkups and treatment in hospital.

As advancement in the field of healthcare delivery system Krishna Institute of Medical Sciences "Deemed To Be University", will be able to provide physiotherapy and rehabilitation services through its constituent faculty of Physiotherapy for differently abled children of various schools in and around Karad.

Sanjeevani Institute is established in the year 1987 with the aim to serve for differently abled children. It works for children with physical and intellectual disability through their education and vocational training. Currently institute has three phases. Phase one includes Special school for children between age group 6 to 18 years. The phase two for vocational training for children above 18 years, and third phase serves for adults with intellectual disability. The institute has partly government support. In special school, activities are carried out to improve communication skills, physical health and general education. Depending upon capabilities of the child the training and teaching program is fixed and executed throughout academic year.

  
संकेटरी  
संजीवनी इन्स्टिट्यूट, कराड

  
महाराष्ट्र शासना  
कराड  
संजीवनी इन्स्टिट्यूट

  
Krishna Institute of Medical Sciences "Deemed to Be University" Karad

  
REGISTRAR  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad

This inter-institutional linkage in the form of agreement declaring their common interest to participate in the consulted action with the following understanding.

**Clause no. 1:**

This agreement is signed between both the institution on this date, between KIMSDU, Karad (Party 1) and Sanjeevani Institute, Karad (Party 2). The agreement shall be signed by the Registrar, KIMSDU on one part and Director, Sanjeevani Institute on other part.

**Clause no. 2:**

WHERE AS the PARTY 2 is desirous of collaborating with Krishna Institute of Medical Sciences "Deemed To Be University" (KIMSDU), Karad. Now, therefore, in consideration of the promises and mutual covenants here-in-after contained the parties here to agree with following:

**Clause no. 3: OBJECTIVES**

Objective 1: To provide various health care services to the needy children of Sanjeevani Institute, Karad.

Objective 2: To train the trainers of Sanjeevani Institute, Karad in the aspect of handling and managerial skills of Physiotherapy and Rehabilitation.

Objective 3: To engage the institute in research related activities.

**Clause no. 4: COORDINATION**

A meeting of with the Registrar, Krishna Institute of Medical Sciences "Deemed To Be University" (KIMSDU), Karad and Director, Sanjeevani Institute, Karad will be organized once every 6 months at Krishna Institute of Medical Sciences "Deemed To Be University's" office to

  
संजीवनी  
संजीवनी इन्स्टिट्यूट, कराड



  
REGISTRAR  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad

review the activities. Emergency requirements need not wait for meetings and on "as required" basis these can be routed through the Registrar, Krishna Institute of Medical Sciences "Deemed To Be University" (KIMSDU), Karad.

**Clause no. 5: SCOPE OF THE LINKAGE**

The agreement details, terms and conditions, modalities of agreement, responsibilities and obligations of the both PARTIES shall be required time to time consultation.

**Clause no. 6: EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT.**

- i. The Memorandum of Understanding in the form inter institutional linkage will remain in force for a period of 03 years, calculated from the date of first meeting of the meeting of Management Committee, unless the duration of the Action is modified according to the provision.
- ii. The agreement shall terminate on the expiry of the period, unless extended by both the parties.
- iii. During the tenure of the agreement, parties here to can terminate the agreement either for breach of any terms and conditions of this agreement or otherwise by giving a one month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute waiver of that party's right to terminate this agreement.

**Clause no. 7: AMEDMENTS TO THE AGREEMENT.**

No amendment or modification of these agreements shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically starting

  
संकेतरी  
संजीवनी इन्स्टिट्यूट, कराड





  
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"Deemed To Be University", Karad

the same to be an amendment of this agreement. The modifications/ Changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

**Clause no. 8: ARBITRATION**

Except as here in before provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and decision of such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration ACT, 1996.

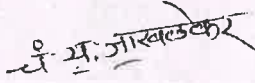
Signature   
Secretary,   
Sanjeevani Institute,  
Karad

Signature   
Registrar  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad.  
**REGISTRAR**  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad  


Date: 11/10/2018

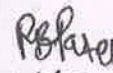
Place: KARAD

**Witnesses:**

Signature: 

Name: JAKHALEKAR C. Y.

Address: प्रभारी मुख्याध्यापक  
संजीवनी इन्स्टिट्यूटची,  
भतिमंद मुलांची शाळा, कराड

Signature:   
Signature: Mr. Rais Babasaheb Patel

Name:

Address: A/P. Shivnagar,  
Tal. Karad, Dist. Satara

  
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