

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made on this 17th September, 2024 at Jaipur.

BETWEEN

UNIVERSITY OF ENGINEERING & MANAGEMENT (UEM), JAIPUR having its address at **GURUKUL, SIKAR ROAD NEAR UDAIPURIA MOD, JAIPUR, RAJASTHAN 303807** herein after referred to as "**UEM JAIPUR**" (This expression shall mean and include its present office bearers and executors in the interest of educators, administrators and assignees) of the FIRST PART

AND

Physio Excellence, having its office at Jyoti Hospital, VKI, Jaipur, Rajasthan hereinafter referred to as the "**Physio Excellence**" (which expression shall unless repugnant to the context, be deemed to include its successors, executors, assigns and agents).

WHEREAS

1. **UEM JAIPUR** has approached **Physio Excellence** to impart practical training/internship/clinical posting to their Students at **Physio Excellence** situated in Jaipur.
2. Both the parties have decided and entered into this Memorandum of Understanding on the terms as recorded hereinafter.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

Rights & responsibilities of UEM JAIPUR & their Students

1. **UEM JAIPUR** shall notify **Physio Excellence** in writing in advance, i.e. 15 days before proposed training/clinical posting/internship schedule.
2. The **UEM JAIPUR** shall be responsible to inform the **Physio Excellence** in case of any changes in decisions regarding training activities such as change in the schedules etc.
3. Students/Trainees of **UEM JAIPUR** shall be strictly bound to follow rules, regulations and policies enforced from time to time by **Physio Excellence** including the right of entry into the premises of **Physio Excellence**.
4. **UEM JAIPUR** shall be responsible to provide Identity card to their students and staff members to allow them entry into the premises of **Physio Excellence**.
5. **UEM JAIPUR** and its students shall not disclose or use any confidential information, documents and any other hospital policies gained in the course of training period with **Physio Excellence**, for their personal gain or for advantage of any other person. No information shall be provided to any external agency, formally or informally.
6. **UEM JAIPUR** shall be responsible to indemnify to **Physio Excellence** any financial loss due to any accident, hazards caused to the **Physio Excellence** by the student of **UEM JAIPUR** in the premises of **Physio Excellence**.

Prof. (Dr.) Pradeep Kumar Sharma

Registrar
University of Engineering & Management
Jaipur, Rajasthan-303807

Dr. Anil Kumar
BPT, CNM, MIAPMPT (C-10)
Senior Consultant Physiotherapist
Reg. No.: 35557

7. COLLEGE shall pay to **Physio Excellence** as agreed herein:

Course Name	Minimum No. of Students	Minimum Months to pursue Internship/ Clinical Posting at Physio Excellence	Training cost per student per month (INR)
Clinical Posting (Physiotherapy)	20	1 Month	1500 + (18%GST)

Internship & Postings can be done at **Physio Excellence**

If number of students in the creases beyond the Minimum numbers agreed above, then proportionate fee will be additionally charged.

No student will be permitted to undergo clinical posting/ Internship if the payment of fee is not received in advance.

All payments to be made in favor of "**Physio Excellence**"

Rights & Responsibilities of Physio Excellence

1. **Physio Excellence** reserves its right to alter, reject or change the training schedules to safeguard the interest of Hospitals, its patient etc.
2. If number of breach of rules of the **Physio Excellence** by students collectively exceeds five, **Physio Excellence** will inform the same to College and Physio Excellence shall have right to terminate this arrangement with immediate effect.

TERM PERIOD & MISCELLANEOUS

1. This Memorandum of Understanding (MOU) will remain in force for a period of **2 years** effective from date of signing of this MOU unless either party terminates the same by giving 30 days prior written notice. Without prejudice, **Physio Excellence** reserves its right to cancel this memorandum of Understanding in the event it is found that **UEM JAIPUR** or any of its students have acted contrary to the obligations contained in this Memorandum of Understanding. The decision of Physio Excellence, in such cases, shall be final.
2. Both the parties shall use each other's trade (brand) name/logo so as to indicate their association with them subject to taking prior written approval from each other.

Prof. (Dr.) Pradeep Kumar Sharma
Registrar
University of Engineering & Management
Jaipur, Rajasthan-303807

Dr. Anuj Mathur
B.P.T, CNM, MLAPMPT(Ortho)
Senior Consultant Physiotherapist
Reg. No : 35557

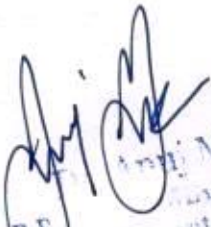
3. No modification, variation, waiver or amendment of any term or condition of this agreement shall be effective unless and until it shall be reduced to writing and signed by both the parties thereto.
4. The signatory of this MOU is having a requisite authority under the construction of the respective organization to execute this MOU.

Arbitration & Jurisdiction

1. Any dispute arising out of this MOU shall be mutually resolved first and if required it may be referred to a common arbitrator appointed by the parties to resolve the same.
2. Any dispute, differences, controversies or claims arising out of or relating to this MOU are subject to the exclusive jurisdiction of Courts at Jaipur only.

The parties here to set and subscribe their respective approval on the date mentioned above.

For, Physio Excellence


B.F. Mathur
MPT(Ortho)
Physiotherapist
35557
DR. ANUJ MATHUR
Founder & Director

**For UNIVERSITY OF ENGINEERING &
MANAGEMENT, JAIPUR**


Prof. (Dr.) Pradeep Kumar Sharma
Registrar
University of Engineering & Management
Jaipur, Rajasthan-303807

DR. PRADEEP KUMAR SHARMA
REGISTRAR

Witness

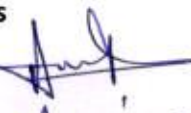
Sign:

Name:

Witness

Sign:

Name:


Anuj Sethi