

**Memorandum of Understanding**

Memorandum of Understanding  
between  
**SGT University**  
and  
**Laerdal Medical India Pvt. Ltd**

This document constitutes an agreement between Shree Guru Gobind Singh Tricentenary University, an educational hub, with registered office SGT University, Chandu- Budhera, Gurugram badly road, Gurugram-122505, Haryana.

And

Laerdal Medical India Pvt. Ltd., global leader in simulation-based education with registered office at 315, II floor, Commercial 1, Kohinoor City, Kirol Road, Kurla West, Mumbai 400070, Maharashtra

SGT University (hereinafter SGTU) established under Haryana private University act no-8 of 2013 is making educational opportunities available to all segments of the society under the parasol of Dashmesh Educational trust. SGTU impart education from undergraduate to PhD level in Health sciences (faculty of Medicine, Dental, Nursing, Pharmacy, Physiotherapy & allied health sciences), Engineering, Commerce, Management Sciences, Law, Hotel Management, Physical Sciences, Life sciences Media Management and Social Sciences. SGTU houses the National Reference Simulation Centre (NRSC) for imparting simulation-based education courses.

Laerdal Medical India Pvt. Ltd. (hereinafter Laerdal) is the Indiansubsidiary of Laerdal Medical AS, headquartered in Norway, and is dedicated to helping save lives with training programs and products. Laerdal Global Health AS is a sister concern of Laerdal Medical AS and develops durable, simple, culturally adaptable, affordable products and programs aimed at helping save lives of newborns and mothers in low-resource countries. Laerdal Medical AS and Laerdal Global Health AS is represented in India by Laerdal Medical India Pvt Ltd.

**Objective**

The objective of this MOU is to express the willingness of both parties to engage in developing a high-quality medical simulation program which includes:

1. Establishing a Reference Medical Simulation Centre
2. Demonstrate Undergraduate Medical Education (MBBS) integrated with circle of learning with special focus on skills proficiency; decision making and simulation in teams
3. Conducting research to study impact of simulation-based training pre-service and in-service programson quality of patient care
4. Offering simulation-based training courses for multiple levels of medical; nursing and paramedic and other health teams' personnel

Specific activities under this MOU are mentioned below:

1. Establishing a Reference Medical Simulation Centre

  
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- a. Currently, there are no simulation labs in India that cater to help teach the entire new competency based MBBS curriculum. This lab will be a reference centre for:
    - i. What should the simulation lab for undergraduate medical education consist of- different simulated hospital areas; equipment; areas for skills learning; skills evaluation; learning decision making and simulation
    - ii. How a lab can be constructed- areas for OSCE based evaluations; teaching and practicing areas; computer labs; various simulated hospital areas mirroring the actual hospital areas; infection prevention areas built into the layout
    - iii. Various manikins and task trainers supporting the MBBS curriculum and more
  - b. Demonstrating high-quality training for the dedicated faculty and simulation technicians in the simulation lab
  - c. Demonstrating optimal functioning and adequate utilization of the simulation lab
  - d. Developing a guideline/ white paper on setting up a simulation lab
2. Demonstrate Undergraduate Medical Education (MBBS) integrated with circle of learning with special focus on skills proficiency; decision making and simulation in teams
    - a. Implement the MBBS curriculum with skills and simulation integrated. This would be done through skills teaching in lab and skills corners in hospital; decision making teaching through use of case studies/ v-sim; simulation in teams
      - i. Training of medical college faculty in Simulation based education
      - ii. Using formative and summative assessments using SimCapture
      - iii. Developing a robust training calendar for ensuring relevant/ certifiable skills and simulation is covered for the MBBS students
      - iv. Developing a learning management system on SimCapture
    - b. Implement inter-professional education involving the medical, nursing, allied health sciences' colleges
  3. Conducting research to study impact of simulation-based pre-service and in-service programs and inter-professional education on quality of patient care
    - a. Longitudinal study with cohorts of medical students of the university to study transfer of learning
    - b. Qualitative studies to improve quality of trainings
    - c. Telephone surveys/ online surveys with external participants
  4. Developing and offering simulation-based training courses on profit-sharing basis for multiple levels of medical; nursing and paramedic and other health teams' personnel. These would be aligned with continued medical, nursing and midwifery education and faculty development programs. These trainings will be detailed in the strategic plan that will be developed.

Examples of the trainings/courses are:

- a. 6-day faculty development program for nursing/ midwifery faculty
- b. 3-day faculty development program for medical faculty to deliver the MBBS curriculum
- c. EUSIM/ SimBegin courses in collaboration with SAFER
- d. NEOSIM/ STEPS courses by PediSTARS
- e. NEST courses by the NEST group
- f. Specialized courses developed by subject experts

- g. Very short courses for individual skills (eg. ET intubation)
- h. 6-month fellowship program in simulation-based education in collaboration with PediSTARS and international healthcare simulation experts
- i. Courses for developing simulation technicians
- j. Fellowship in Simulation in collaboration with PediSTARS and other international institutions

The trainings that will be co-developed and co-delivered by Laerdal and SGTU will be offered on a cost and profit-sharing basis that will be mutually agreed upon by Laerdal and SGTU for every type of training separately over email.

Based on changing requirements over periods of time, other areas/ trainings/ research areas will be identified through consultations between SGTU and Laerdal.

## **Background**

Traditional training approaches- including didactic courses (lecture, manuals, guidelines-based video-based or online) have not been shown to improve adoption of evidence-based practices. Skills-based courses are hands on training and interactive- they help in building individual skills and proficiency. Simulation based trainings are where there is mimicking of actual clinical scenarios, uses almost life like environment and conditions so that clinical teams respond to the case and manage the case using individual knowledge, psychomotor skills while behavioral, communication, leadership, management and other factors come into play. Simulation-based training can introduce and reinforce evidence-based practices while improving communication and teamwork skills under realistic emergency conditions.

## **Trainings**

The trainings developed and delivered through the Simulation lab would conform to the highest quality standards in content, completeness and delivery by Laerdal and SGTU.

## **Roles and Responsibilities**

Laerdal and SGTU will co-develop the simulation lab and hence would be collaborating partners in development and usage of the simulation lab. The below points outline the activities, roles and responsibilities. In summary,

### **Laerdal will:**

Develop the layout and design of the simulation lab which would include simulated hospital areas with adequate debriefing areas for internal and external usage; B-line supported OSCE set-up; skills teaching areas; conference and meeting rooms among other relevant areas. The layout would be such that it would support the delivery of training/ courses for pre-service and in-service medical education.

1. Collaborate with and support the team at SGTU during the infrastructure development of the lab
2. Plan the interior design of the simulation lab
3. Conduct capacity building of faculty for the simulation lab
  - a. Product training
  - b. Training in skills and simulation-based methodology
  - c. Training to train other faculty in simulation-based education methodology
4. Conduct capacity building of simulation technicians for the simulation labs
5. Conduct capacity building of store-in-charge to maintain and check inventory of manikins and equipment

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6. Collaborate with the team in the Simulation Lab to develop guidelines for faculty and students in simulation lab
7. Develop the integration of skills and simulation into the MBBS curriculum
8. Develop the roadmap for inter-professional education and support SGTU to implement inter-professional education in the simulation lab
9. Support SGTU medical college for rolling out the skills and simulation related to MBBS as per curriculum
10. Support in developing and implementing research plans to study impact of simulation based medical education and inter-professional education in pre-service and in-service medical personnel
11. Co- develop training programs and offer these as paid courses in partnership with SGTU.
12. Auditing the quality of trainings: how the co-developed trainings are being conducted
13. Co-Develop/ co-design relevant marketing materials in collaboration with the Mass Communications College at SGTU- brochures; videos; email blasts among others to create visibility and increase the reach of the simulation lab

**SGTU will:**

Identify and dedicate adequate space for the medical simulation lab  
 Develop the infrastructure of the medical simulation lab as per the agreed layout, specifications and interior design and undertake necessary upgradation of its physical infrastructure including repair, renovation and refurbishment in future

1. Equip the simulation lab with requisite manikins, task trainers for medical and interprofessional education; provide the necessary fixtures, furniture, instruments, equipment and consumables required for establishing the simulation lab and making it operational
2. Recruit Director of simulation lab; dedicated faculty for simulation lab; simulation technicians; receptionist; program associate; personnel who are in-charge of storeroom and pantry; housekeeping; security personnel
3. Will implement the day-to-day functioning of the simulation lab including (calendar of training sessions, implementing simulation-based trainings for students and in-service healthcare personnel, maintaining inventory management system, maintaining training management information system, day-to-day admin and finance work)
4. Will bear the day-to-day operational cost including (but not limited to), salaries, refurbishment of the physical space, electricity, water, consumables, stationery, equipment, instruments, furniture etc.
5. Provide the necessary administrative and logistical support for effective functioning of the simulation lab
6. Will ensure involvement of:
  - a. medical college faculty to ensure using the simulation in their day-to-day teaching for medical under-graduate and post-graduate students
  - b. full time faculty at simulation lab in conducting trainings for internal and external consumption in collaboration with Laerdal
7. Provide uninterrupted access to Laerdal staff to observe; train and participate in trainings/ teaching in the lab
8. Ensure visits of key stakeholders at national and state-level to guide policy decisions regarding procurement; usage of simulation-based training programs and products. When the SGTU is involved in developing procurement opportunities and leading them to fruition for Laerdal programs and products, there will be a distribution agreement developed for SGTU to firm up the financial benefit to it by Laerdal.

Joint responsibilities: Laerdal and SGTU will together:

  
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1. Develop an operational plan for development of the lab infrastructure
2. Develop a strategic plan for the simulation lab on the lines of the MOU (for developing and delivering trainings, developing partnerships, quality assurance of trainings)
3. Form an executive committee to oversee:
  - a. the development and functioning of the lab
  - b. quality of trainings
  - c. development of national and international collaborations for the lab
  - d. to deliberate and plan to make the simulation lab financially sustainable in the short, mid and long term
4. Ensure that the executive committee meets every quarter to review the progress on the strategic plan developed on the lines of this MOU.

### **Inventions and Intellectual Property**

Any rights, interests or other intellectual property (whether or not in the nature of copyright) which is created as a result of this MOU, will belong to both the parties and the entire rights, title and interest in such "Joint Intellectual Property" are hereby assigned jointly to both the Parties, and each party will be free to enjoy all rights and privileges accorded through the ownership of such "Joint Intellectual Property" without accounting to the other. The Parties further agree and warrant that they will, without any objection or condition, do all acts necessary for the other Party to enjoy such "Joint Intellectual Property" including but not limited to giving requisite licenses or rights for the same. The parties agree not to file any patent, trademark, design or copyright applications relating to Joint Intellectual Property, without first notifying and seeking consent of the other party.

If the parties' through research or innovative work creates a patentable invention or any other invention which may be of commercial value to the parties, both parties shall without delay notify the other party.

Each Party shall retain sole and exclusive right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") created independently by a party without any contribution from the other party of any kind during the term of this MOU and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail.

### **Confidentiality**

The parties agree that any proprietary business and/or technical information or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be

  
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disclosed to any third party without the prior written consent of the other party. Each party agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to outside parties. The obligation upon the parties to protect the Confidential Information of the other under this Agreement shall survive any expiration or termination of the relationship between the parties for any reason.

### **Dispute Resolution and Arbitration:**

In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this Agreement, the parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation, then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Sole Arbitrator (whom shall be jointly appointed by the parties) shall be binding upon both the parties. The seat of Arbitration shall be at New Delhi. The language of arbitration shall be English. Each party shall bear its own cost of the arbitration. In case of failure to reach an agreement, the dispute will be referred to the courts of Law at New Delhi only.

### **Liability**

Each Party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions and those of its officers, agents or employees, to the full extent required by law and each party shall indemnify and hold harmless the other Party from any such liability.

### **Personnel**

The personnel employed by the Parties shall remain subject to the rules and regulations of their respective institutions in all matters of employment, medical and life insurance and all the other employee rights and benefits. Nothing contained in this MOU shall be deemed to constitute or create any employer/employee relations between the parties.

### **Term and Termination**

This MOU is at-will and may be modified by mutual consent of authorized representatives from SGTU and Laerdal. This MOU is effective from 1<sup>st</sup> May 2022 upon signature by the authorized officials from the SGTU and Laerdal and will remain in effect until 30<sup>th</sup> April 2025. Either Party may terminate this Agreement with a 60-day prior written notice, stating reason for termination. Notwithstanding the termination, both the parties hereby undertake to complete all pending assignments being performed / to be performed by them hereunder prior to such a termination and continue to perform all the Services of a continuous nature till their completion.

In case this MOU gets terminated by any party Laerdal Medical will have unrestricted access to lab for customer/govt. official visit for 4 years from the date of installation.

Material breach of the activities and items outlined under Roles and Responsibilities will give the opposing Party the right to immediately terminate this MOU. This MOU will be governed as per Indian Laws and shall be subject to exclusive jurisdiction of courts at New Delhi.

  
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Budhera, Gurugram

**Contact Information**

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Signed by the authorized representatives of the parties on the date mentioned below.

  
Registrar  
SGT University  
Budhera, Gurugram

Date:

**Dr. Joginder Yadav**  
SGT University  
Registrar

  
Date:  
  
**Sanjeev Singh**  
Laerdal Medical India Pvt Ltd  
Managing Director