



Memorandum of Understanding (MOU)

Entered on

BETWEEN

Faculty of Physiotherapy constituent of SGT University through its duly authorized representative, **Registrar of the University.**

AND

Special Olympics Bharat (registered under Indian trust Act 1882) having office at J-47, Lower Ground Floor, Lajpat Nagar –III New Delhi 110024 (herein referred to as 'SO Bharat' which expression, unless repugnant to the context thereof shall mean and include its successors and assignees) through its duly authorized representative, **CEO of the Special Olympics Bharat**

Faculty of Physiotherapy and SO Bharat are referred to collectively as 'PARTIES' and individually as 'PARTY' as the context may require.

WHERE AS

Both Parties have entered this MOU with an objective to promote Sports for Persons with Intellectual Disabilities and to conduct Healthy Athletes Fun Fitness program

Now it is hereby agreed by and between the Parties Hereto as follows:

1 Scope of work / Services

- 1.1.1 Arrange and participate in training programs for promoting Inclusion for people with Intellectual Disabilities through sports and Health Athletes camps.
- 1.1.2 Facilitate technical and logistic support for conduct of Health Athletes camps (Fun Fitness/Fit Feet)/sports and related events for people with Intellectual Disabilities.
- 1.1.3 Create and develop human resources for supporting Health Athletes camps (Fun Fitness/Fit Feet)/sports and related programs for people with Intellectual Disabilities.

2 Roles & Responsibilities of each of the parties

Faculty of Physiotherapy will be responsible for the following activities:

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- i. To facilitate Health Athletes camps (Fun Fitness/Fit Feet)/Sports promotion activities for people with Intellectual disabilities as part of ISR (Institutional Social Responsibility).
- ii. To provide logistic support for above mentioned point (i) event on University Campus.
- iii. To arrange and provide support of Physiotherapist to Special Olympics organizing team quarterly on rotation basis.
- iv. To host training sessions /lecture sessions by experts from Special Olympics for professional students of the Faculty of Physiotherapy annually.
- v. To facilitate conduct of short term and long term /basic and advanced training for the students/sports persons/volunteers as per Special Olympics training Manual with the help of Special Olympics certified trainers.
- vi. To facilitate research activities in the area of Special Olympics to promote overall development and inclusion of People with Intellectual disabilities.
- vii. To Plan short curricular for Special Olympics for undergraduate courses.

SO Bharat will be responsible for the following activities:

- i. To participate and contribute with suitable expertise in curriculum development of inclusive physical education/adaptive physical education during Special Olympics events.
- ii. To provide suitable experts /trainer for conducting workshops for students and also during the faculty development programs.
- iii. To train university faculty members under Healthy Athletes.
- iv. To allocate guides for the trainee teachers who would provide guidance, support and evaluate their performance during internship program at various activities of Special Olympics.
- v. Engagement of Athletes, faculty members and students in Unified sporting activities.

3 Confidentiality

Both Parties shall not, without the express written permission, disclose any confidential information to any person, entity, etc in any manner, directly or indirectly. For the purpose of this MOU, 'Confidential Information' shall mean any and all technical or non- technical information or know-how.

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4 General Conditions

- 4.1.1 This MOU does not establish a joint venture or partnership between the parties. The MOU does not imply any financial obligations or legal binding on either party and is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussions.
- 4.1.2 Both parties hereby agree, under this MOU, to indemnify and hold each other harmless
- 4.1.3 The new intellectual property being developed /generated under this project will carry the equal rights of ownership among Faculty of Physiotherapy and SO Bharat. This cannot be shared or published by anyone in the book or for any financial gains,

5 Term and Termination

- 5.1.1 This MOU will be effective for a 5 year term from the 18th January 2019. It may be further renewed by mutual agreement in writing.
- 5.1.2 Amendments and additions may be made to the MOU subject to the written consent of both the parties.
- 5.1.3 MOU can be terminated by either party with minimum 90 days prior notice in writing to the other party.

6 Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the laws in India. Venue of settlement for any disputes which may arise under this MOU shall be in Gurugram, Haryana. Disputes arising between the parties out of or in connection with this Agreement shall as far as possible be settled amicably.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration & Conciliation Act 1996 and amendments thereof, if any.

7 Notices

Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing either through mail to be delivered by hand or by post / courier against acknowledgement. The notice shall be deemed to



have been received on the next day of transmission if sent through e mail and five days of date of dispatch if sent through mail. The notice shall be given in attention of the concerned persons at the following addresses (or to such other address as any Party may specify by notice to other party):-

In Case of Name & Designation of Person & University

Mr. D. K. Mishra

Registrar

SGT University

Chandu-Budhera, Gurugram-Badli Road, Gurugram Haryana 122505

In case of Special Olympics Bharat- National Office/State

Air Marshal Denzil Keelor

Founder Chairman & CEO

Special Olympics Bharat

J-47 Lajpat Nagar- III, New Delhi- 110024

In witness where of parties here to set and subscribes their respective hands on the day and year first herein above written

1. Dr. Joginder Yadav
(Dean, Faculty of Physiotherapy)

2. Dr. Sheetal Kalra
(Associate Dean, Faculty of Physiotherapy)

3. Dr. Savarna
(Clinical Director, SOB)

4. Virender Kumar
(Area Director, SOB)