

MEMORANDUM OF UNDERSTANDING

Between

Bhaikaka University

And

Indian Institute of Technology Gandhinagar

Memorandum of Undertaking

This MoU made and entered into on this 16th day of August 2022 by and between:

Bhaikaka University a private university incorporated under the Gujarat Private University Act, 2009 located Gokal Nagar, Karamsad, Dist.: Anand-388325, Gujarat, India. Which hereinafter referred to as **Bhaikaka University**, which expression shall include their Executors, Assignees, and all persons claiming Right Title and Interest under the above party, of the FIRST PART

And

Indian Institute of Technology, Gandhinagar, an academic institution established by the Government of India through an Act of Parliament and located at IIT Palaj, Gandhinagar, Gujarat (hereinafter referred to as the "IITGN" which expression shall unless it be repugnant to the context or meaning thereof, would mean and include its successors and permitted assigns), of the SECOND PART.

1. PREAMBLE

- 1.1 Whereas Prof. Vineet Vashista is a faculty member at Mechanical Engineering discipline at IIT Gandhinagar and works in the area of rehabilitation robotics.
- 1.2 And whereas The research area of Prof. Vineet Vashista requires collection of data and patient trials for any individual with Parkinson's disease or atypical Parkinsonian syndrome.
- 1.3 And Whereas, the Shree Krishna hospital is a constituent unit of the Bhaikaka University which contribute to clinical validation of the research of Prof. Vineet Vashista
- 1.4 Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

2. STATEMENT OF PURPOSE INCLUDING SCOPE AND OBJECTIVES

The objective of the collaboration is to assess gait characteristics (such as stride length, rhythmic gait patterns, walking speed, shorter or longer step lengths while walking) in Parkinson's disease patients. This work will provide tools to understand and relate fall risks in the target population with their gait. It will assist in the development of fall safeguard devices and modalities that can train PD patients to walk efficiently with less freezing episodes. Using a longitudinal approach to follow-up the patients on fall information, the study will create a predictive model based on gait parameters to predict falls in Parkinson's patients.

While undertaking the activities under the agreement, both the parties shall take dual approvals from Institutional Ethics Committees and shall follow all the rules and guidelines for patient studies wherever required.

3. TERMS AND CONDITIONS

- 4.1** This MoU is valid for a period of **TWO Years** at the first instance but can be extended with the mutual written consent of both the parties.
- 4.2** Either of the parties hereto shall be entitled to terminate the MoU at any time with valid reasons acceptable in writing to both the parties by providing a notice period of 30 days.
- 4.3** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, demands, liabilities, settlements, damages, costs and expenses including reasonable attorney's fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this MoU or any negligent act or omission on the part of indemnifying party, its agents and employees arising out of this conduct. Each party shall provide prompt written notification to the other party in the event an indemnified claim arises. The indemnified party shall reasonably cooperate with the indemnifying party at the indemnifying party's expense.

4. CONFIDENTIALITY

Both parties shall enter into a confidentiality disclosure agreement whenever there is a need to share a confidential information.

5. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of GOD, war, flood, earthquakes, strike, lockouts, epidemics, pandemic, riots, civil commotion, etc. provided on the occurrence and cessation of any such events. The party affected thereby shall give notice in writing to the other party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

6. AMENDMENTS TO THE MoU

- 6.1** No amendment or modification of the MoU shall be made unless the same is made in writing by the parties or their authorized representatives and especially stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless or otherwise agreed to.
- 6.2** This Memorandum of Understanding does not restrict either Party from engaging in the same or similar activities with any other institutions.
- 6.3** This MOU may only be amended upon approval of both Parties.
- 6.4** The relationship created between the Parties pursuant to this Memorandum of Understanding is that of an independent contractor. Neither Party has the authority or right to act on behalf of the other Party or to bind the other Party.



7. ASSIGNMENT OF THE MoU

The rights and/or liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject at such terms and conditions as may be mutually agreed upon.

8. SETTLEMENT OF DISPUTES

In the event of any dispute or any difference among the parties, such disputes or differences shall be resolved amicably by mutual consultation or through the senior leadership of both the parties.

SEAL OF PARTIES

This Agreement has been executed in two originals one of these has been retained by **IIT Gandhinagar** and the other by the **Bhaikaka University**.

In witness whereof, the parties hereto have signed this Agreement the day, month and year mentioned hereinbefore.

For and on behalf of **Bhaikaka University**

For and on behalf of **IIT Gandhinagar**

Authorized Signatory

Authorized Signatory

Name & Seal: **Dr. Harish Desai**

Name & Seal:

**REGISTRAR
BHAIKAKA UNIVERSITY
KARAMSAD**

**Prof. Sharad Gupta
Associate Dean, R&D**

Witness 1 **SOHIL KHAN R. PATHAN**
Clinical research coordinator

Witness 1
**Dean, R&D
IIT Gandhinagar
संकायाध्यक्ष, आरएडडी
आईआईटीगांधीनगर**

