



**MEMORANDUM OF UNDERSTANDING**

between

**BHAIKAKA UNIVERSITY, KARAMSAD  
GUJURAT, INDIA**

and

**UNIVERSITY OF MASSACHUSETTS CHAN MEDICAL SCHOOL  
WORCESTER, MASSACHUSETTS, USA**

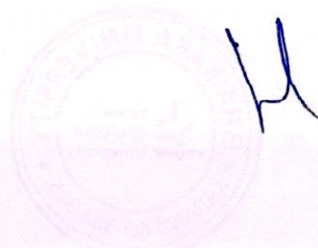
This Memorandum of Understanding (“MOU”) is entered to record an agreement between the Bhaikaka University, Karamsad and the University of Massachusetts Chan Medical School, Worcester, Massachusetts, USA (“UMass Chan”). Bhaikaka University includes entities under its management, including Shree Krishna Hospital and Medical Research center, Manibhai Shivanhai Patel Cancer Center, Bhanubhai and Madhuben Patel Cardiac Center, Waymade Critical Care Centre, Dinesh J Patel Bone Marrow Transplant Centre, Pramukhswami Medical college, Central Research Services, GH Patel School of Nursing, Institute of Nursing Sciences, KM Patel Institute of Physiotherapy, CAM Institute of Allied Health Sciences & Technology, Smt LP Patel Institute of Medical Laboratory Technology and Amrita Patel Centre for Public Health. UMass Chan includes the School of Medicine, Graduate School of Nursing, Graduate School of Biomedical Sciences and Graduate Medical Education Program. Bhaikaka University and UMass Chan are collectively referred to herein as the “Parties” or “Institutions,” and each, individually, a “Party” or an “Institution.”

**I. PURPOSE & SCOPE**

Bhaikaka University and UMass Chan desire, through a cooperative relationship, to engage in joint educational programs and research projects. Under this MOU, both Institutions will encourage direct contacts and cooperation between their faculty members, students, departments, institutes, and academic planning staff. As per interest shown, **both Institutions agree to explore the possibility of:**

- 1. Establishing mutually beneficial collaborative research projects between departments and individual faculty members.*

UMass Chan MOU Template (April 2022)





2. *Exchange of faculty members for short- and long-term visits for the purpose of research, teaching, and the presentation of seminars.*
3. *Exchange of medical and graduate students, residents and fellows. (The Parties agree that any exchange of medical and graduate students will require a separate supplementary agreement, specifying the terms of exchange.)*
4. *Joint supervision of medical, graduate and/or post-doctorate research students between interested faculty members on both sides.*

Arrangements for specific activities, projects and other forms of academic cooperation will be developed jointly and will be agreed upon in writing for each specific case.

## **II. TERM & TERMINATION**

This MOU shall be effective on the last signature date and shall continue in effect for a period of five (5) years thereafter unless terminated as provided for herein. Either Party can terminate this MOU for any reason upon six (6) months prior written notice to the other Party. At the end of its effective period, this MOU may be renewed upon written mutual agreement of the Parties.

## **III. FINANCING & ADMINISTRATION**

This MOU does not create any financial commitments by or between Bhaikaka University and UMass Chan. Both Institutions agree that all specific financial arrangements are to be negotiated separately for each component and are dependent on mutual interest and on the availability of funds.

The terms and necessary budget for each program and activity that is implemented pursuant to this MOU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of a particular program or activity. Such work protocols shall be negotiated on an annual basis. Each Institution will designate a contact person to develop and coordinate specific activities or programs.

## **IV. INTELLECTUAL PROPERTY AND RESEARCH COLLABORATION AGREEMENTS**

The formal written agreements between the Institutions would adhere to the following principles governing intellectual property and research collaborations:

- All publications resulting from the educational, research, or clinical collaboration between the two Institutions would acknowledge the existence of the collaboration formed under this MOU. Likewise, the relationship between the Parties would be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.





- Each research project conducted jointly by the Parties would be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties. All such discussions of the Parties regarding these matters will always strive to preserve a harmonious and continuing relationship between the Parties.
- All research and other activities conducted under this MOU would be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of UMass Chan, these are the laws, rules, and regulations of the Commonwealth of Massachusetts and the United States of America. In the case of Bhaikaka University, Karamsad, India these are the laws, rules, and regulations of Bhaikaka University, Karamsad, India.

## V. INSURANCE


With respect to any activity conducted under this MOU and/or any subsequently executed other "agreement", each party will maintain, at its own cost and expense, appropriate levels of professional liability coverage, general public liability insurance, worker's compensation insurance, and property damage to cover each Party's participation in said MOU and/or other "agreement." Evidence of such insurance shall be provided to the other Party upon request.

## VI. EXPORT CONTROL COMPLIANCE

UMass Chan is subject to United States laws and regulations controlling the export of commodities, software, technology and services, including, for example, the Export Administration Regulations and the International Traffic in Arms Regulations. UMass Chan's participation hereunder is contingent on compliance with these laws and regulations. The transfer of certain items and information, or the provision of certain services, may require a license from the respective agency of the United States Government and/or written assurances by the collaborating partner(s). Any specific research activities (including the exchange of technology, research data or research results) proposed under this MOU or any supplementary agreements thereto shall require a formal review by UMass Chan for any licensing requirement(s). While UMass Chan may endeavor to secure any necessary license, UMass Chan cannot guarantee that such licenses will be granted.

## VII. RELATIONSHIP OF THE PARTIES

The MOU is a **non-contractual, non-binding** statement of the Parties' desire to potentially engage in interprofessional educational programs, research or other activities. This MOU is **not binding or enforceable** on either Party by the other, and it creates **no legal responsibilities or obligations**. This MOU shall **not** be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents by and between the





Parties. Each Party to this MOU is acting as an independent contractor, representing its own independent institution. This MOU shall not be assigned or transferred by either Party without written consent of the other Party.

With respect to any employee compensation for services provided in connection with the MOU or any potential interprofessional educational program that may arise from this MOU, each Party shall be responsible for paying their own employees, providing whatever benefits each Party may direct, and properly withholding their own employees' taxes and other costs and fees as may be required by the Party and/or by Federal / State / Local law.

### VIII. GENERAL UNDERSTANDINGS

1. Non-Discrimination: The Parties agree to comply with all federal/national, state/province, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.
2. Publicity: Nothing in this MOU shall be construed as granting either Party permission to use the other party's official names, logos, trademarks, or copyright protected insignias in any promotional, publicity or advertising materials without the express written consent of the other Party.
3. Continuation of Current Policies: During the discussions and activities contemplated by this MOU, the Parties will continue to operate their respective academic programs in accordance with their established policies, rules and procedures.
4. Good Faith: The Parties agree to comply with the obligations enumerated in this MOU and to try, if possible, to resolve any problems that may arise in the execution of this MOU through direct engagement.
5. Force Majeure: Neither Party shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to force majeure, it becomes impossible to implement the obligations set forth in this MOU, it shall be suspended temporarily until the disadvantages are overcome.

### IX. NOTICES

All notices and demands required or permitted under any provisions of this MOU shall be in writing and communicated electronically or mailed, postage prepaid, or delivered by overnight delivery service to the following addresses:

To UMass Chan:

University of Massachusetts Chan Medical School  
Attn: Office of Management, Intl. Support Services  
55 Lake Avenue North  
Worcester, MA USA 01655

H





InternationalSupportServices@umassmed.edu

**To Bhaikaka University:**

Somashekhar Nimbalkar  
Professor & Head, Department of Neonatology  
Chair, Central Research Services  
Bhaikaka University, Karamsad  
Gujurat, INDIA  
Somu\_somu@yahoo.com

**X. SIGNATURES**

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The term shall commence on the date that the second institution signs the MOU. A signed copy of this MOU delivered by portable data format, fax or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU.

DocuSigned by:  
*Terence Flotte*  
30A3B8455C4A479...

6/14/2024

Date: \_\_\_\_\_

Terence R. Flotte, M.D.  
Provost, Dean and Executive Deputy Chancellor  
– For and on behalf of the University of Mass Chan Medical School



Date: 13<sup>th</sup> June 2024

Dr. Utpala Kharod  
Provost  
– For and on behalf of Bhaikaka University, Karamsad

