

ও জ । ओड़िशा ODISHA G 917808

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA, SAMBALPUR, ODISHA

AND



GAYATRI COLLEGE OF PHYSIOTHERAPY (GCPH), SAMBALPUR, ODISHA

(har SAMAINT PLATAR

\²³

- A. Preamble: Sambalpur University being one the oldest and prominent universities in Odisha is committed to the health and wellbeing of its employees, students, faculties and visitors. A health centre is especially dedicated to this cause and is operational since many years offering health check-ups for free. The beneficiaries are mostly students, faculties, staffs and people residing nearby the University Campus. Keeping this novel objective in mind, precautionary physiotherapy campus is going to be organized in association with Gayatri College of Physiotherapy (GCPH).
 - B. About Sambalpur University: (herein referred to as SU) Sambalpur University (herein referred to as S.U.) established in 1967 and recognized by the University Grant Commission. It is a member of the Indian Association of Universities as well as Commonwealth Sambalpur University has been Association of Universities. reaccredited by NAAC with A Grade in September 2016 for a period of five years. It has 20 Post-Graduate Departments, 1 Constituent Law College, and 1 Constituent Engineering College, A Directorate of Distance Education and a number of centres like Private Education Cell, UGC Human Resource Development Centre (HRDC), an Academic Staff College. The University also offers number of Self Financing Courses. Besides, there are one hundred and forty* affiliated colleges under the University. The University has envisioned being a centre of excellence in higher education with a focus on innovative teaching, learning, research, consultancy and extension activities for building a creative, enlightened and productive civil society.
 - C. Gayatri College of Physiotherapy (GCPH) is situated in the western part of Odisha, Sambalpur. This is a visionary thought of the founder Director Prof. (Dr) Ashok Kumar Satpathy and was set up in the year 2019. The Institution is a subsidiary unit of Gayatri Group of Institutions, and promoted by Gayatri Group of Institution & the group has adequate experience and expertise of 35 years serving to



the community in the field of Pharmaceutical Science. The aim of the institution is to improve education in the field of Medical Sciences and institution is to improve education in the field of Medical Sciences and impart the training to the Medical Professional in the state which involves mentoring medical profession & other related health involves mentoring medical profession & treatment of programme. Our focus is excellence in the assessment & treatment of programme. Neurological, Geriatric & sports related health Conditions. Treatments are evidence based & always work towards efficiently achieving each client's individualized goals.

D. This Memorandum of Understanding (hereinafter called as the 'MOU') is signed on 17th day of June 2022 at Sambalpur University, Burla.

By and between:

Sambalpur University, JyotiVihar, Burla, Sambalpur, Odisha, The First Party, (hereinafter referred as SU) having the main campus in Jyoti Vihar, Burla, Sambalpur, Odisha India, hereafter referred to as "SU" which expression, unless repugnant to the text or context thereof shall include it successors, affiliates and permitted assigns, of the First Part.

AND

Gayatri College of Physiotherapy (GCPH), Sambalpur, Odisha, The Second Party hereafter, referred to as "GCPH" which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns of the Second Part.

And have hereby decided that both parties would adhere to the following responsibility charter of listed below:

Section-1: MOU Signatories:

The signatories of the MoU will be Sambalpur University, Jyotivihar, Sambalpur, Odisha and Gayatri College of Physiotherapy (GCPH), Jamadarpali, Sason, Sambalpur.

Section-2: Objective:

To develop and long term collaboration between the Two Parties and organize Physiotherapy Camps regularly for the wellbeing of the students, faculties and staffs of the University as well as others members residing inside the campus.

Section-3: Engagement:

The scope of the Memorandum of Understanding is as under –

- (a) The First Party shall provide space, beds, electrical supplies etc. to execute the Physiotherapy Camps regularly at the University Campus.
- (b) The Second Party shall provide competent manpower / professionals, instruments etc. to organize such camps.
- (c) The Medical Officer of the Health Centre, Sambalpur University shall act as the Nodal Officer to execute and supervise the whole process.
- (d) These camps to be organized inside the University Campus will be under direct supervision of Medical Officer Sambalpur University.
- (e) The first party to allocate budget, other infrastructural facilities upon recommendation of the Nodal Officer for all such activities which are prerequisites of organizing these camps.
- (f) In case of absence of the Medical Officer for any reason what so ever, the in charge shall act the Nodal Officer.



(g) First Party shall not be held responsible for any heath complicacies arise for any reasons during or after the health camp.

Section-4: Duration of Engagement:

(h) This MOU will be valid for a period of 2 years from the date of signing. Once the initial period of 2 years is over, the MOU will be extended for a further period of 2 years, with suitable changes (as per applicability) with mutual consent form both the parties. If for any reason, any one entity of the MOU is desirous not to continue with the engagement the same can be done by giving an advance notice of one month.

Section-5: Dispute Settlement:

(i) That this MOU signed between the parties shall cease to exist after mutual agreement between both the parties at any point of time (within its validity period). In case of any disputes of any kind between the SU and GCPH, the mutual decision of the Vice Chancellor of SU and Director – GCPH shall be final and binding on both the parties.

Section-6: Force and Majeure

(j) The term Force Majeure as employed herein shall mean any unforeseen even of either party that delayed, hinders, either temporarily or definitely or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance obligation under this MoU and as from the date of that notification where upon both parties will be relieved from such obligations reciprocal obligation. The party to which notice in given shall have the possibility to dispute the

existence and /or applicability of Force Majeure in the conditions set forth in the section "Settlement of Disputes".

Section-7: Sworn Statement

(k) We have read and understood the content of this MOU and that the information furnished herein is accurate to the best of our knowledge.

In Witness Whereof, the Parties have set their hands and seals hereto on the day and date first mentioned.

Prof. Sanjiv Mittal

Vice-Chancellor Sambalpur University Vice - Chancellor Jyoti Vihar, Sambalpur

For Sambalpur University, Jyotivihar, Burla, Sambalpur,

Odisha, 768109

Witness 1:

Witness 2:

Gayatri College of Physiotherapy

Dr. Ashok Satpathy Sambalour

Founder - Director

Gayatri College Of Physiothe

Jamadarpali,Sason, Samb

Date:

Place:

Witness 1:)

Witness 2: