



**Special  
Olympics  
Bharat**



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**Memorandum Of Understanding  
By And Between  
K D University, Mathura  
And  
Special Olympics Bharat**

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1) PREAMBLE:

This Memorandum of Understanding (MoU) is entered into on the .....by and between:

Special Olympics, Bharat with their offices National Office: Plot No. 3, Pocket 2, Sector B, Vasant Kunj, New Delhi, Delhi 110070

And

K D University, Mathura 24 KM Milestone, NH-19, Akbarpur, Chhata, Mathura, Uttar Pradesh, who are referred to collectively, as "Parties" or individually as "Party".

The Parties recognize the benefits to be derived from collaboration, cooperation and mutual interaction for the development and promotion of joint activities to address issues of mutual interest, designed to foster and promote collaboration to improve the health of the people with intellectual and developmental disability by collaboration through this MoU.

2) SCOPE AND AREAS OF COOPERATION:

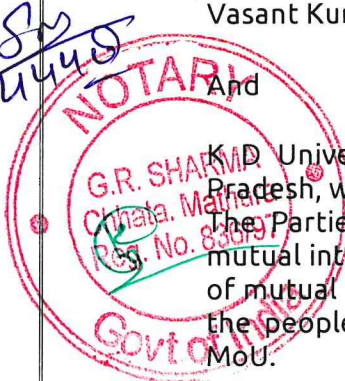
2.1 This MoU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction between themselves and does not create any legally binding commitments. Whenever the Parties agree to undertake specific joint Projects with legally binding operations, they will develop a separate written agreement for such Projects setting out each Party's roles, responsibilities, funding, contribution, deliverables and budgets.

2.2 The Parties intend to co-operate in the following areas:

A) Responsibilities of Special Olympics, Bharat:

Special Olympics agrees

- a) To provide training and organize athletic competitions in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunity to develop physical fitness, demonstrate courage, experience joy and participate in sharing of gifts, skills, friendship with their families and Special Olympics athletes and the community.
- b) To provide local transportation for athletes to and from K D University, Mathura or another venue for health screenings/health education & follow up thereafter.
- c) To provide equipment and athletes for the unified games.



- d) To conduct coach Training Programs to create certified coaches for Special Olympics amongst the college students.
- e) To provide one or more trainers for the Youth Activation Program.
- f) Subject to any governing privacy laws, allow K D University, Mathura to use the collected records and data on the state of health of Special Olympics athletes. Both parties will have access to the data and the right to publish this data to create awareness, to influence policy and to garner support for people with intellectual disabilities.

B) K D University, Mathura:

Agrees:

- a) To act as a forum for exchange and dissemination of knowledge and information in the area of health care needs of people with intellectual disability;
  - b) To represent this area of activity at National & International forums by publishing and presenting papers, conducting research, advocacy through print and electronic media to create awareness and sensitize general public and healthcare professionals about the needs of people with intellectual challenges.
  - c) To create opportunities for participation of the students of K D University, Mathura with Special Olympics programs of Unified Sports & Youth Activation so as to sensitize the students and help them focus on the abilities and not the disabilities of the Special Olympics Athletes/people with intellectual challenges
  - d) To support Special Olympics Bharat's Healthy Athletes / Healthy Community — 'Special Smiles'(Dental), 'Fun-fitness' (Physiotherapy),'Fit Feet' (Podiatrics) 'Healthy Hearing' (Audiology), 'MedFest' (Sports Physical Exam), 'Opening Eyes'(Ophthalmology),& Health Promotion program as a part of its community outreach service. This support will be by way of providing venue, examination facilities, Dental/Medical/Physiotherapy equipment, clinical and general volunteers, Dental/Medical/Physiotherapy specialists and provision of Dental/health screening, education and follow up care for basic dental and general health of Special Olympics athletes at its hospital and other locations on free of cost/non-profit basis
  - e) To conduct training programs for dental surgeons/ healthcare providers / Physiotherapist and student volunteers to enhance skill for management and treatment of people with intellectual disability and create awareness about Special Olympics movement.
- 2.3 Specific - Agreements should be signed by the Parties defining the terms and conditions agreed upon.

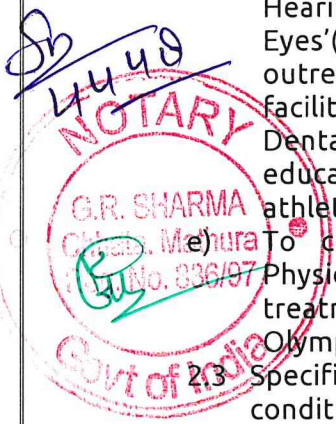
3) COSTS:

- 3.1 Wherever possible and appropriate the Parties may also seek funding for collaborative activities from other agencies and institutions as appropriate.
- 3.2 As stated, in Clause 2.3 above, any specific, joint projects with legally binding obligations will be set forth in separate written agreements between Parties.

4) INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

4.1 Intellectual Property:

The treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and under separate written agreements to be entered into, on a case-by-case basis. The Parties shall maintain sole authority over their respective names and logos. Neither Party is authorized under this MOU to make use of the other Party's name or logos unless such specific use is pre-approved in writing by the other Party.



4.2 Confidential Information:

- a) The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party wishes to disclose information that it considers to be confidential or proprietary to the other Party, the Parties will enter into a written, Confidentiality and Non-Disclosure Agreement for each such requirement.
- b) Subject to any governing privacy laws, KD University, Mathura allow to use the collected records and data on the state of oral health of Special Olympics athletes. Both parties will have access to the data and the right to publish this data to create awareness, to influence policy and to garner support for people with intellectual disabilities. Before publishing the data, a formal permission should be taken from Special Olympics Bharat.

4.3 Non- Circumvention:

The Parties agree that Confidential Information shall not be used for the enrichment, directly or indirectly, of the Receiving Party without the express written consent of the Disclosing Party. The Parties further agree that following receipt of Confidential Information from the Disclosing Party, the Receiving Party shall not contract or attempt to sell to, transact with or purchase from Disclosing Party-provided sources, without the written permission from the Disclosing Party for a period of 12 months following the disclosing date unless

- i. A business relationship between the Receiving Party and the Disclosing Party-provided source predated this Agreement, and
- ii. The Receiving Party can substantiate exchanges between the Receiving Party and the Disclosing Party-provided source prior to the date of the signing of this Agreement.

This Agreement will not be construed to limit either Party's right to independently develop or acquire, manufacture, sell, license or maintain products, service or technology without the use of the other party's Confidential Information including products, services or technologies that are similar to or competitive with the other Party's Confidential Information.

4.4 No partnership:

Nothing in this MoU shall be construed as creating a joint venture or legal partnership between the Parties. Neither Party shall have the authority to bind the other Party, nor shall the employees, volunteers and agents of one Party be considered employees, volunteers or agents of the other Party. This MOU is not intended to imply a financial arrangement between the Parties. The partnership is merely a spirit of goodwill and collaboration centred on the above-described activities.

5) TERMINATION

Termination of this agreement shall be applicable on either of the following grounds:

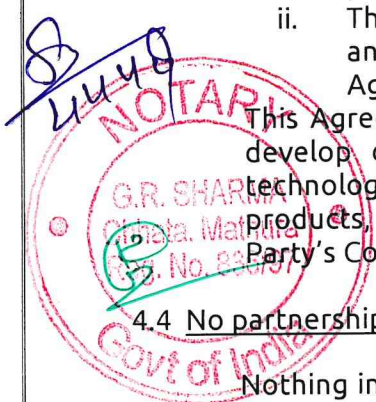
- a. On completion of tenure of this agreement; OR
- b. By mutual written consent and agreement between the PARTIES; OR
- c. By breach of the contractual obligations under this Agreement by EITHER PARTY.

6) DISPUTE RESOLUTION

Any dispute or difference arising out of this Agreement shall be resolved in the following manner:

6.1 Amicable Resolution:

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement between the PARTIES and so notified in writing by either party to the other



party in the first instance shall be attempted to be resolved amicably. In the event of dispute between the PARTIES, either party may required such dispute to be referred to the Joint Conciliation consisting of **President Special Olympics Uttar Pradesh** and Registrar- K D University, Mathura and the two parties shall meet within a period of seven (7) days of such request to discuss and attempt to resolve the dispute amicably. The settlement agreement, if any, decided pursuant to the conciliation proceedings shall have the same effect and status of an arbitral award.

#### 6.2 Arbitration:

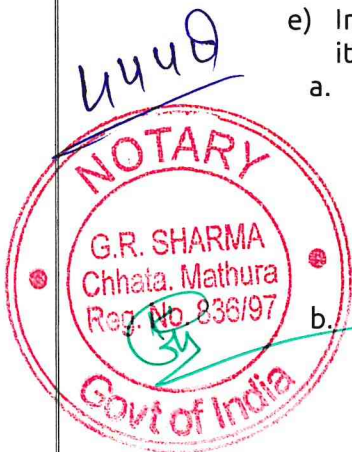
Any dispute, which is not resolved amicably under Clause 5.1 within a period of sixty (60) days from the date on which one party notified the other party of the dispute, shall be finally decided by reference to arbitration of a Sole Arbitrator, who shall be mutually decided between the parties. The procedure mandated under the Arbitration & Conciliation Act, 1996 shall be followed in case of failure to appoint a mutually decided Sole Arbitrator. The arbitral proceeding will be carried out in accordance with the Arbitration & Conciliation Act 1996 & its reenactment, amendment there of as the case may be. The venue of such arbitration shall be K D University, Mathura and the language of the arbitration shall be English.

#### 7) TERMS OF UNDERSTANDING:

- a) This Memorandum of Understanding shall be valid for a period of **Seven (7) years** from the date of execution, unless terminated earlier in accordance with the termination provisions of this MoU. The MoU may be renewed for an additional term upon mutual written consent of both Parties.
- b) The MOU may be terminated by either Party by giving three months' notice, in writing, to the other Party.
- c) Any Amendment to the MOU will require the written approval of both Parties.
- d) Two signed originals of this MOU will be produced with one to reside with each Party.
- e) In the event that discrepancies arise between this document and any translation of it to a language other than English, this English version shall prevail.
  - a. FREQUENCY OF PROGRAMS / ACTIVITIES
    - i. The Parties agree to conduct a minimum of two (2) to four (4) joint programs per academic year, including but not limited to dental screening camps, oral health awareness initiatives, training workshops, research activities and community outreach programs. The schedule, venue and scope of such activities shall be mutually agreed upon in advance.
  - b. MONITORING AND REPORTING MECHANISM
    - i. A Joint Coordination and Monitoring Committee, comprising nominated representatives from both Parties, shall oversee the implementation of activities under this MoU.
    - ii. A brief report detailing the activities conducted, outcomes achieved, number of beneficiaries and recommendations shall be prepared after each major program and shared between the Parties for documentation, monitoring and evaluation.

#### 8) TERMS OF UNDERSTANDING:

- 5.1** This MOU will remain in force from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate. Such termination shall have no effect on any outstanding obligations contractually agreed upon between the parties in an Activity Agreement.
- 5.2** The MOU may be terminated by either Party by giving three years notice, in writing, to the other Party.



- 5.3 Any Amendment to the MOU will require the written approval of both Parties.
- 5.4 Two signed originals of this MOU will be produced with one to reside with each Party.
- 5.5 In the event that discrepancies arise between this document and any translation of it to a language other than English, this English version shall prevail.

9) The overall implementation of the Project shall be headed by Dr Manesh Lahori

10) SIGNATURES:

The Parties to this Memorandum of Understanding hereby confirm their agreement to the terms contained herein by their signatures below:

**For K D University, Mathura**

**Dr. Vikas K Agrawal**  
Registrar  
K D University

**For Special Olympics, Bharat**

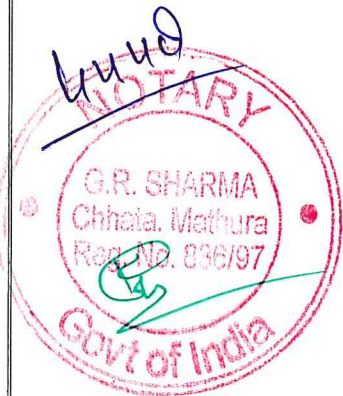
**Dr. Mallika Nadda**  
President  
Special Olympics Bharat

**Dr. Manesh Lahori**  
Vice Chancellor  
K D University

**Mr. Mukesh Shukla**  
President  
Special Olympics Bharat-Uttar Pradesh

**Mr. Sanjeev Dohare**  
Area Director  
Special Olympics Bharat-Uttar Pradesh

**Dr. Reena R Kumar**  
National Clinical Adviser- SO Bharat  
Regional Clinical Adviser  
Special Smiles SOAP



The Contents of the affidavit or documents read over & explained to Shri..... who is Identified By Shri..... & On oath Attested today On..... at my office & noted down in the notarial register at No..... & Charges fees Rs.....

*Vikas Agrawal*  
*Satyabati*  
28/2/26

Govind Ram Sharma  
Notary Public

**IDENTIFIED BY**