

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN



MGM INSTITUTE OF HEALTH SCIENCES

(Deemed to be University u/s 3 of UGC Act, 1956)

Grade 'A' Accredited by NAAC

Sector-01, Kamothe, Navi Mumbai - 410 209

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&

**Jugaad[®]
Funda**

Innovate Collaborate Ignite

A-201, Mitrangan, Baner Road, Pune

E-mail: director@jugaadfunda.com

Website: www.jugaadfunda.com

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 05th day of - December - Two Thousand Eighteen (05/12/2018),

BETWEEN

MGM Institute of Health Sciences at Kamothe, Navi Mumbai the First Party represented herein by **Dr. Rajesh Goel, Registrar (Competent Authority)**(hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Jugaadfunda Innovations LLP, Pune, the Second Party, and represented herein by its founder director, **Ms. Renuka M Patil**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) The First Party i.e MGM Institute of Health Sciences at Kamothe, Navi Mumbai is a Deemed to be University established and recognized under the University Grants Commission Act, 1956.
- B) **The Second Party i.e. Jugaadfunda Innovations LLP, Pune is an Innovation Management Service Provider and is engaged in Skill Development & Education in the fields of *Innovation, Technology, Entrepreneurial Skill Development* and related fields**
- C) The Parties believe that collaboration and co-operation between them will

promote the more effective use of each of their resources and provide each of them with enhanced opportunities in the field of Incubation, Innovation and research.

- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Technical Education, Innovation, Entrepreneurship and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

NOW THEREFORE, THE PARTIES HERETO ARE DESIROUS TO SET OUT THE TERMS OF THIS MOU IN WRITING AND AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

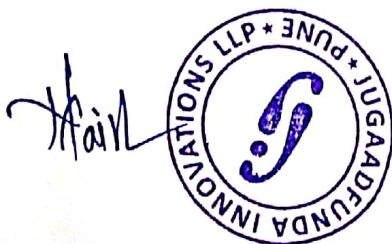
- 1.1 Both Parties are united by common interests and objectives such as Incubation, Innovation, Research and shall make all reasonable efforts to establish channels of communication and co-operation that will promote and advance the aims, objectives and operations within the **MGM Institute of Health Sciences at Kamothe, Navi Mumbai** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional academic opportunities for one another.
- 1.2 First Party and Second Party shall makes all reasonable endeavors to co-operation with each other to facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the society, the industry and the students .
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and



documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of **Definitive Documents** shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

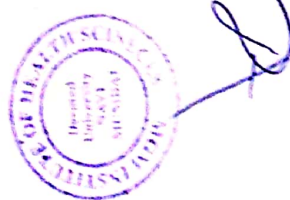
- 2.1 **Co-Operation:** The graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the parties would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Incubation Management:** Second Party shall support First Party by tools, processes and policies for efficient innovation and incubation management
- 2.3 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably give suggestions to customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.4 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies/sister concerns and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Guidelines in these regards shall be finalized mutually by and between the parties.



- 2.5 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs at their company, or other related companies, as per AICTE internship Policy subject to requirement and suitability of the second party. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements, as and when requested by First Party, and as per mutual administrative convenience between two parties.
- 2.8 **Faculty Development Programs:** Second Party to help or facilitate in training the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the MGM Institute of Health Sciences (the First Party) and Jugaadfundu Innovations LLP Pune, to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt with separately as per norms of both the organizations in mutual respect and consideration.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel



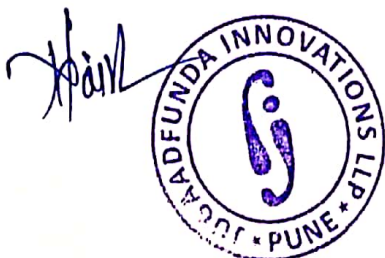
(the principle which precludes a person from asserting something contrary to what is implied by a previous action or statement of that person or by a previous pertinent judicial determination) or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid **until it is expressly terminated by either Party on mutually agreed terms**, during which period **Jugaadfunda Innovations LLP Pune** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner or Jugaadfunda Innovations LLP**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent entities, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 5.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the



Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune.

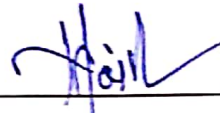
AGREED:

First Party

Second Party

For MGM Institute of Health Sciences
at Kamothe, Navi Mumbai
(India)

For Jugaadfunda innovations LLP in
Baner, Pune
(India)

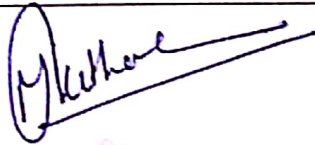
Authorized Signatory
Dr. Rajesh B. Goel
Registrar

Authorized Signatory
Jugaadfunda Innovations LLP

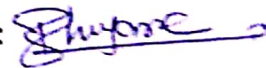
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Mumbai-411 309

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Address: MGM Educational Campus, Sector1, Kamothe, Navi Mumbai-410209	Address: A-201, Mitrangan, Baner Road, Pune
Contact Details:	Contact Details
E-mail: registrar@mgmuhs.com	E-mail: director@jugaadfunda.com
Website: www.mgmuhs.com	Website: www.jugaadfunda.com

Witness1:



Witness2:



Witness3:



Witness4:

