

MEMORANDUM OF UNDERSTANDING

Between

MGM UNIVERSITY AURANGABAD

Self Finance University

Established Under Mah. ACT No XXVI of 2019

AND

MGM INSTITUTE OF HEALTH SCIENCES

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

Grade "A" Accredited by NAAC

Sector 1, Kamothe Navi Mumbai-410209, Tel. No: 022-27432471 / 27432994

Email. registrar@mgmuhs.com Website: www.mgmuhs.com

PREAMBLE:

As discussed in the meeting held on 17th June 2022, it was decided to have a Memorandum of Understanding between the MGM UNIVERSITY AURANGABAD AND **MGM Institute of Health Sciences (MGMIHS)**, Navi Mumbai.

The MEMORANDUM OF UNDERSTANDING (MoU) made on 18th June 2022, between the MGM UNIVERSITY AURANGABAD self-financed private university (MGMU) Mah. Act No XXVI 2019 2019 having office in MGM Campus N-6 CIDCO Aurangabad. AND **MGM Institute of Health Sciences (MGMIHS)**, Navi Mumbai, a deemed to be a University under section 3 of the University Grants Commission Act, 1956 having its office at – MGM, Kamothe, Navi Mumbai throughand (hereinafter referred to as the party of the “**Second Part/ MGMIHS**” which expression shall, unless repugnant to the context thereof, include its, successors and assigns.)

SCOPE AND OBJECTIVES OF MoU:

The scope and objectives of MoU are defined as:

MGMU and MGMIHS agree to sign MoU for sharing academic, clinical training/internship, on-job training, project work, student/faculty exchange, and collaborative research programs to get the Mutual Benefits.

DURATION OF MoU

This MoU comes into effect from the date of its signing and will remain in force for a period of **FIVE YEARS**. Its validity can be extended by mutual agreement between both parties.

RESPONSIBILITIES OF MGMU AURANGABAD AND MGMIHS, KAMOTHE, NAVI MUMBAI:

Specific Roles of MGMU:

1. Provide academic, infrastructural support and research facilities including the MGMU Innovation and Incubation Centre facility for the faculty and students of MGMIHS.
2. Exchange of information through lectures and practicals, relating to their activities in the field of mutual interest.
3. Provide internships to the students.
4. Arrange observer-ship programs for the students.

Specific Roles of MGMIHS:

1. Provide academic and infrastructural support facilities for the faculty and students of MGMUHS.
2. Exchange of information through lectures and practicals related to activities in the field of mutual interest as per the NEW EDUCATION POLICY (NEP) 2020.

Common Activities by Both the Parties

1. Both institutions agree to provide workspace and technical facilities as applicable.

2. The consultancy and travel expenses related to the visits for lectures/sessions will be reimbursed by the host institute on mutually agreed terms.
3. Sharing of information for teaching and research periodically.
4. Either institute shall have the right to terminate this MoU upon 60 days prior notice period to the other Institute.
5. Both the institutes i.e. MGMU and MGMIHS will organize conferences, workshops, seminars, etc. The faculty, students, and staff shall be encouraged to participate in such activities, so as to interact with each other for their academic and professional growth; such programs will be conducted by both the institutions with information to each other in advance, as and when required.
6. MGMU and MGMIHS mutually agree to exchange staff/students for their projects, clinical training/internship, on-job training, project work, student/faculty exchange, and for collaborative research programs to get the Mutual Benefits and the charges will be borne by individual students as per the institute's rules and regulations.
7. MGMU and MGMIHS mutually agree to help each other to establish and develop laboratories, research centers, etc. as and when required.
8. Faculty of MGMU AND MGMIHS depending on their qualifications and experience can act as co-guides to the students pursuing the PG and Ph.D. programs at MGMIHS and MGMU as the case may be.
9. Areas for faculty development shall be identified and joint proposals shall be submitted to various funding agencies like ICMR, ICAR ICSSRDST, BRNS, and RGSTC etc.
10. Both the institutes will participate in relevant government programs/schemes to take mutual benefits of UNIVERSITY - Institute collaborations where ever possible.
11. MGMU and MGMIHS mutually agree that the Publications of the joint research carried out will be done jointly by both the Institutes incorporating the names of all the contributors.
12. The regular health check-up for MGMU students and Faculties will be done by MGM Hospital and medical services will be provided to students, faculty, and staff of MGMU.
13. One counselor will be assigned to the students of MGMIHS.
14. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance the relationship of the Institute and Institute going forward.

General Conditions:

1. It will be ensured by both parties that the conduct of activities under the MoU will be smooth and achieve the objective of the MoU. The parties may further extend /renew the MoU on terms and conditions as mutually agreed. The MoU may be terminated only by mutual consent. Once the MoU is terminated no new activity will be conducted by and between the parties. However, the parties undertake to complete the activities, programs etc which have already been commenced or are in progress pursuant/under this MoU.

2. The parties will jointly conduct yearly meetings to ensure that the activities/programs undertaken under this MoU by and between the parties are conducted in a proper manner and as per the schedule laid down.

NOTICES

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

MGMU:-

Address: MGM campus N-6 CIDCO Aurangabad.tel. 0240 6601100

MGMIHS:-

Address: Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27436604, 27434946

Email. mgmdch@mgmmumbai.ac.in Website: www.mgmdchnavimumbai.edu.in

MISCELLANEOUS

a) Assignment

Neither party may assign this agreement or the rights their under without the prior written consent of the other party.

b) Severability

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent/object of the parties under this MoU.

c) Order of Precedence.

In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other document, correspondence or agreement concerning this Programme between the Parties and/or their employees, the terms of this Agreement will prevail.

d) Entirety.

This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

e) Amendments.

The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of both the parties. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment

of this agreement. The modification/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

f) Independent Entities.

MGMDCH and MGMIHS are independent parties and neither is an agent, joint venture partner, or partner of the other.

g) Dispute Resolution.

In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute shall be first settled amicably by mutual discussion between the Vice-Chancellor / Registrar ofMGMU and Registrar of MGMIHS failing which through the Arbitration process.

Both the parties after due discussion shall appoint an Arbitrator for resolving the dispute arising out of this Agreement.

Now, therefore, for and in consideration of the foregoing premises the parties have signed the Memorandum of Understanding on 18th June 2022.

PARTIES

  REGISTRAR Registrar MGM University Aurangabad  VICE-CHANCELLOR	 REGISTRAR   VICE CHANCELLOR
MGM University Aurangabad State Self-finance Private University (Act No. XXVI OF 2019)	MGM Institute Of Health Sciences, (Deemed University u/s 3 of UGC Act 1956) Grade "A" Accredited by NAAC Sector 1, Kamothe Navi Mumbai - 410209