

महाराष्ट्र MAHARASHTRA

2023

64AA 692098



जोड़पत्र-१ / Annexure - 1  
पाठ्य प्रतिज्ञापत्रासाठी  
मुद्रांक विक्रीची मॉदवही अनुक्रमांक 35782 दिनांक 03-10-2023  
मुद्रांक विक्रीत वेगान्याचे नांव सत्यमेव जयते कॉलेज  
सहकारणी संस्था व सही मुखर  
हस्त अस्तित्वात राखणे नांव, पत्ता व सही निसम परेल  
परवानगीसाठी मुद्रांक विक्रीसाठी सही, यला  
ती मजबूत स्वरुपात ही मुद्रांक विक्रीत, अथवा  
परतून वापरासाठी - प. नं. २/१९-१९ (श्री. सुकिल विठ्ठल परदेशी)  
सहम वेंडर  
या कागदासाठी मुद्रांक विक्रीची वेळापत्राची बाब ध्यानासाठी मुद्रांक छेदी केंद्रापासून  
संबंधित बाबती बंधनकारक आहे.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the 'MOU') is entered into on the 14th day of September, Two Thousand Twenty-Three (14.09.2023),

BETWEEN:

Anjuman-I-Islam Kalsekar Technical Campus School of Pharmacy, New Panvel, represented herein by its Management Representative, Mr. Burhan Harris, Honorary Executive Chairman of BINM (hereinafter referred to as the 'First Party'). The term 'First Party' includes its successors in office, administrators, and assigns.

AND

Dean  
MGM Medical College & Hospital  
Kamohar, Navi Mumbai 410299

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**MGM Medical College & Hospital, Kamothe, Navi Mumbai, represented herein by its Dean, Dr. G. S. Narshetty** (hereinafter referred to as the '**Second Party**'). The term '**Second Party**' includes its successors in office, administrators, and assigns.

(Hereinafter, the '**First Party**' and the '**Second Party**' are jointly referred to as '**Parties**' and individually as '**Party**')

**WHEREAS:**

A) The First Party is a Higher Educational Institution named: **Anjuman-I-Islam Kalsekar Technical Campus School of Pharmacy, New Panvel.**

B) The First Party and Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.

D) Both Parties, being legal entities themselves, desire to sign this MOU for advancing their mutual interests.

E) **MGM Medical College & Hospital, Kamothe, Navi Mumbai**, the Second Party, is engaged in providing healthcare services to Staff, Students, and Villagers under UBA (Unnat Bharat Abhiyan).

F) The First Party will send their B.Pharm/D. Pharm students, who are expected to undergo One/Three months of hospital pharmacy training as per the University curriculum, to the Pharmacy Department of the Second Party for 02 months of training/internship, without any payment or stipend, as per the requirement given by the Second Party. The objective is to enable experiential learning and gain insights into the real-world working environment of the Hospital. The Second Party will issue training certificates to the students after the completion of their training/internship.

G) The Second Party will help in the placement of students as Pharmacists in MGM Group of Hospitals, as per the requirement and vacancy.

  
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H) The Second Party will guide the PG students of the First Party to undergo Ph.D. in Medical Pharmacology at MGMIHS, Kamothe, Navi Mumbai.

I) The Second Party will provide help and offer guidance for conducting clinical trials by the faculties and students of the First Party in the Hospital.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**CLAUSE 1: COOPERATION**

1.1 Both Parties share common interests and objectives. They shall establish communication channels and cooperate to advance their respective operations within the Institution and its related branches. The Parties commit to keeping each other informed about potential opportunities and sharing all relevant information to secure additional opportunities for one another.

1.2 Cooperation between the First Party and the Second Party will enhance the utilization of the intellectual capabilities of the First Party's faculty, providing significant input for the development of suitable teaching/training systems, with a focus on the healthcare needs of the Second Party.


1.3 The general terms of cooperation outlined in this MOU shall govern the Parties' collaborative efforts. The Parties shall cooperate and promptly enter into any necessary agreements, deeds, and documents (referred to as 'Definitive Documents') to give effect to the actions envisioned in this MOU. The terms of the Definitive Documents shall be mutually determined between the Parties. This MOU, along with the Definitive Documents, represents the complete understanding regarding the subject matter herein and supersedes any prior agreements between the Parties on this subject.


**CLAUSE 2: SCOPE OF THE MOU**

2.1 The Parties aim to promote and enhance health awareness among staff, students, and villagers under the UBA program.

2.2 The Second Party shall provide primary healthcare services to staff, students, and villagers under the UBA program at reasonable charges at their hospital in Kamothe, Navi Mumbai.

2.3 In case of emergencies, necessary medical services will be available at reasonable charges at the Second Party's hospital in Kamothe, Navi Mumbai.

  
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MGM Medical College & Hospital  
Kamothe, Navi Mumbai-410209

  
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2.4 **Curriculum Design:** The Second Party will offer valuable input to the First Party in teaching/training methodologies and customize the curriculum to promote health awareness among staff, students, and villagers under the UBA program.

2.5 **Guest Lectures:** The Second Party will provide necessary support to deliver guest lectures to the First Party's students on technology trends and in-house requirements.

2.6 Both Parties will obtain all internal approvals, consents, permissions, and licenses necessary to offer the programs as specified herein.

2.7 There is no financial commitment on the part of **AIKTC-SCHOOL OF PHARMACY, New Panvel (the First Party)** or **MGM Medical College & Hospital, Kamothe, Navi Mumbai (the Second Party)** to undertake any program mentioned in this MOU. If any financial considerations arise, they will be addressed separately.

### **CLAUSE 3: INTELLECTUAL PROPERTY**

3.1 This Memorandum of Understanding (MOU) shall not, through express grant, implication, estoppel, or any other means, grant either Party any right, title, interest, or license to the intellectual property (including, but not limited to, know-how, inventions, patents, copyrights, and designs) of the other Party.

### **CLAUSE 4: VALIDITY**

4.1 This Agreement remains in force until expressly terminated by either Party on mutually agreed terms. During this period, **MGM Medical College & Hospital Kamothe, Navi Mumbai, the Second Party**, will take effective steps for MOU implementation. Any actions taken by **MGM Medical College & Hospital Kamothe, Navi Mumbai, the Second Party** after the termination of this Agreement, such as communication or correspondence, shall not be considered an extension of this MOU.

4.2 Both Parties may terminate this MOU with a written notice of 30 calendar days. In the event of termination, both parties must fulfil their obligations.

### **CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is explicitly agreed that the **First Party** and **Second Party** are acting independently under this MOU, and the relationship established herein shall not be construed as a partnership. Neither Party is authorized to use the other Party's name, make representations, or create obligations or liabilities, whether expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall possess, nor represent itself as possessing, any authority under this MOU to make agreements in the name of or

  
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MGM Medical College & Hospital  
Kamothe, Navi Mumbai - 401209

  
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binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

#### **CLAUSE 6: ARBITRATION**

6.1 Any disputes arising from the interpretation or application of this MOU shall be resolved through arbitration, as per the Arbitration Act of 1996, between the parties. The place of arbitration shall be at the Head Office of the First Party. This agreement shall be governed by Indian law, with exclusive jurisdiction in the Courts of Panvel.

#### **AGREED:**

**For: Anjuman-I-Islam Kalsekar Technical Campus School of Pharmacy, New Panvel**



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**(Mr. Burhan Harris)**  
**Hon. Executive Chairman, BINM, Anjuman-I-Islam**


**For: MGM Medical College & Hospital, Kamothe, Navi Mumbai**





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**(Dr. G.S. Narshetty)**  
**(Dean, MGM Medical College & Hospital Kamothe)**


**Dean**  
MGM Medical College & Hospital  
Kamothe, Navi Mumbai-410209

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|---|---|
| <b>Anjuman-I-Islam Kalsekar<br/>School of Pharmacy</b>  | <b>MGM Medical College &amp; Hospital<br/>Kamothe, Navi Mumbai</b>                            |
| Anjuman-I-Islam Kalsekar<br>School of Pharmacy,<br>Plot No. 2 & 3, Sector - 16, Near Thana Naka,<br>Khandagaon, New <b>Panvel</b> , Navi Mumbai | MGM Medical College & Hospital,<br>Plot No. 1 & 2, Sector 1, Kamothe, , Navi<br>Mumbai-410209 |
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| Web: <a href="http://www.aikt.ac.in">www.aikt.ac.in</a>   | Web: <a href="http://www.mgmmcnm.edu.in">http://www.mgmmcnm.edu.in</a>                        |

Witness1:   
 (Dr. Sherif Syed)  
 Dean, School of Pharmacy  
 Kalsekar Technical Campus.

Witness3:   
 (Prof. Foorkan Fakki)  
 TPO Co-ordinator.  
 SoP, AIKTC.

Witness2:   
 (Dr. P.N. Khandelwal)  
 Professor & HOD of Pharmacology  
 MGM Medical College, Navi Mumbai

Witness4:   
 (Dr. Deepanjana Das)  
 Assistant Prof, Pharmacology  
 MGM Medical College,  
 Navi Mumbai