

MEMORANDUM OF UNDERSTANDING

BETWEEN



MGM SCHOOL OF BIOMEDICAL SCIENCES, NAVI MUMBAI
(A constituent unit of 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:022-27437631, 27432890

Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

Under

DEPARTMENT OF CLINICAL NUTRITION, MGMSBS, MGMIHS,

Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 27432890

Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

For



NIRMALA NIKETAN COLLEGE OF HOME SCIENCE,

49, NEW MARINE LINES,

Mumbai- 400 020

Phone: 022-22076503 Fax: 22003217

Email: info@nirmalaniketan.com

Under

DEPARTMENT OF FOODS, NUTRITION AND DIETETICS

Nirmala Niketan College of Home Science,

49, New Marine Lines, Mumbai- 400 020

Phone: 022-22076503 Fax: 22003217

Email: info@nirmalaniketan.com

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act 1956)
Navi Mumbai- 410 209

Thursday 4th April 2019

PREAMBLE:

The MEMORANDUM OF UNDERSTANDING (MoU) made on 4th April 2019 between the MGM Institute of Health Sciences, Navi Mumbai, a deemed to be University under section 3 of the University Grants Commission Act, 1956 having its office at –MGMIHS, Kamothe, Navi Mumbai -- through its Department of Clinical Nutrition, MGM School of Biomedical Sciences, through Dr. Mansee Thakur, Director (hereinafter referred to as the party of the “**First Part/MGMSBSCN**” which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) **and Nirmala Niketan College of Home Science, Mumbai, having its office at New Marine lines through Dr. Geeta Ibrahim its Principal** (hereinafter referred to as the party of the “**Second Part/NN**” 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:

MGMSBSCN and NN agree to sign MoU for sharing academic, clinical training/internship, on job training, project work, student/faculty exchange and for collaborative research programmes 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 the parties.

RESPONSIBILITIES OF MGMSBSCN, KAMOTHE, NEW MUMBAI AND NN, MUMBAI:

Specific Roles of MGMSBSCN:

1. Provide technical support and facility for the students under the UG & PG program
2. The prospective students will be allowed to undergo training in the following specialty departments
 - Medicine
 - Surgery
 - Pediatrics
 - Gynecology and Obstetrics
 - Geriatric

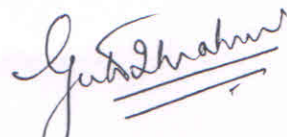


- Skin and VD
 - Orthopedics
3. MGM will provide the academic staff and necessary infrastructure for UG/PG course for smooth conduct of the programs.
 4. Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
 5. Sharing of information periodically and regularly.

Specific roles of NN:

1. Provide technical support and laboratory facility for the students under the UG and PG programs.
 2. Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
- **Common Activities by Both the Parties**
 1. Both institutions agree to supply work space, library 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. The MoU may be amended, renewed and terminated by mutual written agreement between the Heads of both the institutes.
 4. Either institute shall have the right to terminate this MoU upon 60 days prior notice period to the other Institute.
 5. Both the institute and industry i.e. MGMSBSCN and NN 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 programmes will be conducted by both the institutions with information to each other in advance, as and when required.
 6. MGMSBSCN and NN mutually agree to exchange staff / students for their projects, clinical training/internship, on job training, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits and the charges will be borne by individual students as per the institutes rules and regulations.
 7. MGMSBSCN and NN mutually agree to help each other to establish and develop laboratories, research centers, etc. as and when required.
 8. Faculty of MGMSBSCN and NN depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc and Ph.D. programmes at MGMSBSCN and NN as the case may be.





9. Areas for faculty development shall be indentified and joint proposals shall be submitted to various funding agencies like ICMR, DST, BRNS, and RGSTC etc.
10. Both the institutes will participate in relevant government programs / schemes to take mutual benefits of Institute - Institute collaborations where ever possible
11. MGMSBSCN and NN mutually agree that Publications of the joint research carried out will be done jointly by both the Institutes incorporating the names of all the contributors
12. 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 relationship of the Institute and Institute going forward

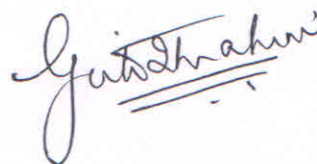
General Conditions:

1. The MoU will be valid for a period of 5 years to ensure smooth conduct of the activities under the MoU and to achieve the objective of the MoU. The parties may further extend/renew the MOU on terms and conditions as mutually agreed. Within the aforesaid period of 5 years, 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 quarterly 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:

MGMSBSCN :-



Address: Department of Clinical Nutrition, MGM SBS, MGMIHS
Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 2743289
Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

NN :-

Address: Nirmala Niketan College of Home Science,
49, New Marine Lines,
Mumbai- 400 020 Phone: 022-22076503 Fax: 22003217
Email: info@nirmalaniketan.com

MISCELLANEOUS

a. **Assignment.**

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

b. **Survival.**

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

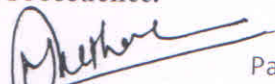
c. **Severability**

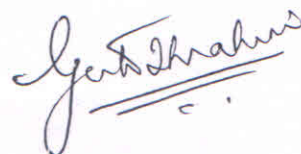
If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good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

d. **Independent Entities.**

MGMSBSCN and NN are independent parties and neither is an agent, joint venture partners, or partner of the other.

e. **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.

f. **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.

g. **Amendments.**

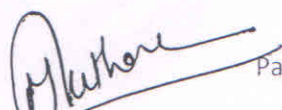
The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of both the parties. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating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

h. **Counterparts.**

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

i. **Dispute Resolution.**

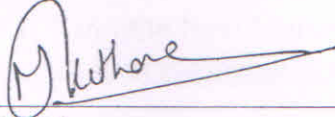

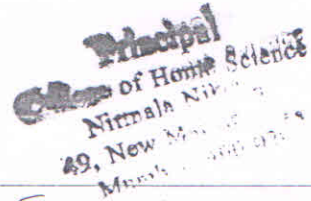
In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute shall be first settled amicably by mutual discussion between the Director of MGMSBS and



Principal of NN 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 Thursday of 4th April 2019.

PARTIES

	
Director	Principal
MGM School Of Biomedical Sciences, Navi Mumbai, (A Constituent Unit Of MGM Institute Of Health Sciences), Sector 1, Kamothe Navi Mumbai-410209	Nirmala Niketan College of Home Science, 49, New Marine Lines, Mumbai- 400 020 
<i>Dr. Mansee Thakur</i>	<i>Dr. GEETA IBRAHIM.</i>

•Director
MGM School of Biomedical Science
Kamothe, Navi Mumbai

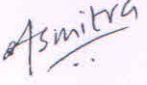

WITNESS

- Dr. Mini Mol P.* 
- Dr. Priyanka P.* 

Dated - 4/4/19.



WITNESS

- Anuradha Mitra* 
- Noella Dias* 

Dated 4/4/19