



**DRAFT FOR APP
ROVAL**

**MEMORANDUM OF UNDERSTANDING
ON ACADEMIC COOPERATION**

Between

**UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY (ONTARIO TECH
UNIVERSITY)
Oshawa, Ontario, Canada**

And

**MAHATMA GANDHI MISSION INSITUTE OF HEALTH SCIENCES
NAVI MUMBAI, MAHARASHTRA, INDIA.**

1. The University of Ontario Institute of Technology (“**Ontario Tech University**”), founded in 2002, is a public university in Oshawa, Canada. With a focus and foundation in technology, science and professional practice, Ontario Tech University advances the discovery and application of knowledge that accelerates economic growth, regional development and social innovation and empowers graduates to impact their broader communities (**Party of the First Part**).
2. Mahatma Gandhi Mission Institute of Health Sciences, a deemed to be University, is a research and educational institution established in 2006 which runs and administers various educational institutions offering various educational programs (hereinafter referred to as ‘**MGMIHS**’). The MGM School of Physiotherapy (MGMSOP), is a constituent unit of MGMIHS which undertakes and conducts the BPT course (4 1/2 year course) and MPT course (2 year course). MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced



biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities and is engaged in research, development of medical technology and validation of medical devices. **(Party of the Second Part)**

OBJECT AND PURPOSE:

3. The object and purpose of this Memorandum of Understanding (“MOU”) is to encourage and facilitate the development of mutually beneficial relations between ONTARIO TECH UNIVERSITY and MGMIHS, hereinafter referred to collectively as the “Parties,” or individually a “Party.” Both Parties wish to promote cooperation in academic training, teaching and collaborative research and agree to explore:

- Cooperation on academic programs
- Development of joint research activities
- Bilateral mobility of faculty for research and training
- Bilateral mobility of student for research and training
- Participation in seminars and academic / research meetings
- Exchange of materials arising from joint research and training activities
- Special short-term academic courses
- Any other activities deemed mutually beneficial after joint agreement

4. The terms of cooperation for each specific activity or program or project which is proposed to be implemented under this MOU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of such activity and will be the subject of separate agreements. Each specific activity or program or project undertaken shall have a separate and independent agreement setting out the terms and conditions thereof.

NON-BINDING NATURE

5. This MOU is intended only to set forth the general understanding of the Parties with respect to the subject matter herein and does not, and is not intended to, contractually bind the Parties. Neither Party will incur any obligations to the other Party, financial or otherwise, upon



execution of this MOU. Neither Party will incur any obligations to the other Party in the absence of a subsequent written agreement to accept specific financial or other obligations.

TERM, TERMINATION AND AMENDMENTS :-

6. This MoU becomes effective from the day the representatives of both Parties affix their signatures below and will continue for an initial period of five (5) years, whereupon it will be reviewed and may be extended by mutual written agreement of both Parties. This MOU if required be amended through the mutual agreement of both Parties. The amendment shall be by way of a written addendum signed by both the parties.
7. This MOU may be terminated by either Party upon providing thirty (30) days' prior written notice signed by an authorized representative of the notifying Party. On termination no new activity or program or project will be commenced between the parties. The termination of this MOU will not affect any independent agreements entered into for any specific activity or project undertaken by the Parties, unless otherwise indicated in the subsequent independent agreement.

GENERAL

8. The administration of this MOU will be the responsibility of the Provost and VP Academic at ONTARIO TECH UNIVERSITY and the Office of the Registrar, Mahatma Gandhi Mission Institute of Health Sciences.
9. Where the Parties intend to use the name of the other Party, including any of its constituent departments, programs or logos, relating in any way to the activities described in this MOU, such use or publication will be in a form approved by the other Party.
10. The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party desires to disclose information of a confidential or proprietary nature, the Parties will enter into a separate written confidentiality agreement.



11. Treatment of intellectual property rights developed through collaboration under this MoU will be determined by the Parties through mutual consultation and separate written agreements on a case-by-case basis.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.
Through its authorized representative

1. University of Ontario Institute of Technology (Ontario Tech University)

Lori Livingston, PhD
Provost and Vice-President, Academic
University of Ontario Institute of Technology



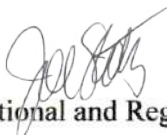
Date:

In presence of

1. Carol Rodgers, PhD
Dean, Health Sciences



2. Joseph M. Stokes, EdD
Assistant Vice-President International and Registrar



2. MGM Institute of Health Sciences, Navi Mumbai


Dr Rajesh Goel
Registrar
MGM Institute of Health Sciences
Navi Mumbai



Dr. Rajesh E. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s J of UGC Act, 1956)
Navi Mumbai- 410 209

Date:

In presence of :



1. Dr. Chandramani Pathak
Research Director,
MGM Institute of Health Sciences,
Navi Mumbai

2. Dr. Rajani Mullerpatan
Professor-Director,
MGM School of Physiotherapy,
MGM Institute of Health Sciences,
Navi Mumbai

