

MEMORANDUM OF UNDERSTANDING

Between



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. mgmuniversity@mgmuhs.com / mgmuniversity@yahoo.co.in Website: www.mgmuhs.com

AND



MGM LAW COLLEGE

AFFILIATED TO UNIVERSITY OF MUMBAI AND APPROVED BY BCI

NEAR L MARKET, SECTOR 8, PHASE II, NERUL WEST, NAVI MUMBAI, Tel.No:022-27727647,
ext- 27

E-mail: mgmlawcollege@yahoo.com Website: www.mgmlaw.edu.in

18TH JULY 2018



PREAMBLE:

The MEMORANDUM OF UNDERSTANDING (MoU) made on 18th July, 2018, between the **MGM Institute of Health Sciences (MGMIHS)**, 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 and **MGM LAW COLLEGE**, NEAR L MARKET, SECTOR 8, PHASE II, NERUL WEST, NAVI MUMBAI.(hereinafter referred to as the party of the “**Second Part/ MGM LAW COLLEGE, NERUL, NAVI MUMBAI**” 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:

MGMIHS AND MGM LAW COLLEGE agree to sign MoU for sharing academic, internship, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits.

The MOU will be subjected to discontinuation only by the mutual agreement of both the parties.

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 MGMIHS, KAMOTHE AND, MGM LAW COLLEGE, NERUL, NAVI MUMBAI

Specific Roles of MGMIHS:

1. Provide academic and infrastructural support and facility for the students in MGM Medical College, School of Biomedical Sciences, Nursing, Physiotherapy, Prosthetics and Orthotics, Central research lab for smooth conduct of the programs.
2. Exchange of information through lectures, relating to their activities in field of mutual interest.
3. Provide internship to the students.
4. Arrange observer-ship programs for the students.
5. Sharing of information periodically and regularly.

6. One psychological counselor will be assigned for the students of MGM LAW COLLEGE, NAVI MUMBAI.

SPECIFIC ROLES OF MGM LAW COLLEGE, NAVI MUMBAI

1. Provide academic and infrastructural support and facility for the students under the UG, PG programs and PhD program
2. Exchange of information through lectures and moot court and trial demonstrations in the field of mutual interest.
3. Provide continuing law education programmes.
4. Basic legal procedures could be taught or demonstrated to all health care professionals.
5. Legal Training could be given in other professionals through the workshops.
6. Holding workshops in collaboration with other colleges.
7. Helping to set up gender sensitization lab .
8. Advice on ethical issues in research .

Common Activities by Both the Parties

1. Both institutions agree to provide work space and technical facilities as applicable.
2. The MoU may be amended, renewed and terminated by mutual written agreement between the Heads of both the institutes.
3. Either institute shall have the right to terminate this MoU upon 60 days prior notice period to the other Institute.
4. Both the institutes i.e. MGMIHS and **MGM LAW COLLEGE, NAVI MUMBAI** will organize, 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.
5. MGMIHS and **MGM LAW COLLEGE, NAVI MUMBAI** mutually agree to exchange staff / students for their projects, internship, 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.

6. MGMIHS and **MGM LAW COLLEGE, NAVI MUMBAI** mutually agree to help each other to establish and develop legal cell, gender sensitization lab, research centers, etc. as and when required.
7. Faculty of MGMIHS and **MGM LAW COLLEGE, NAVI MUMBAI** depending on their qualifications and experience can act as co-guides to the students pursuing the PG and Ph.D. programmes at MGMIHS and **MGM LAW COLLEGE, NAVI MUMBAI**.
8. Areas for faculty development shall be indentified and joint proposals shall be submitted to various funding agencies .
9. Both the institutes will participate in relevant government programs / schemes to take mutual benefits of Institute - Institute collaborations where ever possible.
10. MGMIHS and **MGM LAW COLLEGE, NAVI MUMBAI** 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.
11. 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. 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 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:

MGMIHS :-

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

Fax: 022-27431094

Email: mgmuniversity@mgmuhs.com / mgmuniversity@yahoo.co.in

MGM LAW COLLEGE

AFFILIATED TO UNIVERSITY OF MUMBAI AND APPROVED BY BCI

NEAR L MARKET, SECTOR 8, PHASE II, NERUL WEST, NAVI MUMBAI,

Tel.No:022 27727647, ext- 27

E-mail: mgmlawcollege@yahoo.com Website: www.mgmlaw.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.


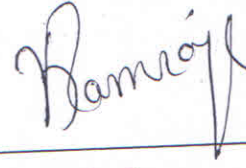
MGMIHS and MGM LAW COLLEGE are independent parties and neither is an agent, joint venture partners, or partner of the other.

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 Registrar of MGMIHS and PRINCIPAL OF MGM LAW COLLEGE, NAVI MUMBAI 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 July, 2018

PARTIES

 Registrar	 Principal
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	MGM LAW COLLEGE,. Sector 8, phase II, Nerul west, NAVI MUMBAI