

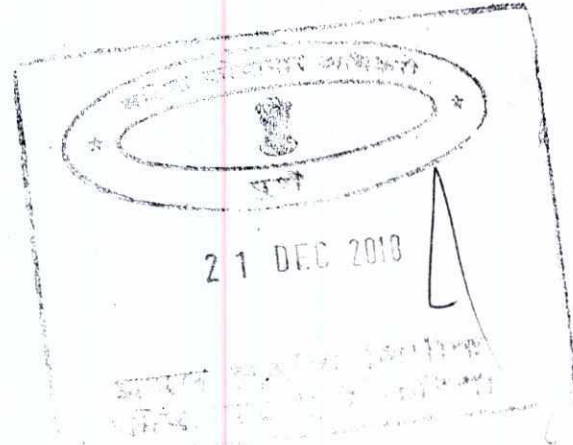


महाराष्ट्र MAHARASHTRA

2018

AM 279485

Reg. Serial No. 47269 Date 28 DEC 2018
Amount Rs. 500/-
Nature of document MOU
Whether it is to be registered? Yes / No.
Property Description in brief
Stamp Purchaser's Name Kishor Chellani
Address Pimpri Pune 17
Name of the other Party Dr. Satish C. Gore
If through Name self
Address
Stamp Purchaser's Sign



Sign. : JAY D. WANWARI, Lic.No.: 2201067
(Stamp Vendor) Vishakha Xerox Copiers, Pimpri, Pune-411 017

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated 28-12-2018 twenty-eight day of December Two Thousand and Eighteen ("Effective Date") by and between MGM Institute of Health Sciences, Navi Mumbai having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Honorary Medical Director and Chancellor (hereinafter referred to as the MGMIHS) and

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Mission Spine Foundation, a NOT FOR PROFIT company CIN

U85320PN2018NPL180514 having its registered office at 1128, Shivajinagar, 8 Kamla Regency, Gopal Krishna Gokhale Road, Pune – 411016 represented by its authorized signatory, chairman Dr. satishchandra Gore (**hereinafter referred to as the MSF**).

(A) MGMIHS is a deemed to be University, recognized under the University Grants Commission Act. MGMIHS runs and administers educational institutions and medical colleges in Navi Mumbai and Aurangabad. MGMIHS aims to help promoting endoscopic spine surgery.

(B) MSF engaged in the field of Spine Surgery in India for over 20 years and is carrying on teaching activities with special focus on Transforaminal Endoscopic Spine Surgery. MSF is the one of the leading organization which promotes endoscopic spine surgery in India and also world over. MSF is headed by its founder and Chairman Dr Satishchandra Gore. MSF is looking for collaborating /associating itself with reputed universities/educational institutes with similar aims and objectives of promoting endoscopic spine surgery. The parties hereto propose to undertake a certificate Program which be mutually beneficial to the parties and assist the parties in achieving their aims and objectives.

(C) MSF will carry out a training program in specialized spine endoscopic spine unit attached at the MGMIHS where postgraduate students in Orthopaedics and neurosurgery will be trained by MGMIHS resident faculty and honorary visiting faculty of MSF. This would be for a period of the total duration of this MOU that is five years.

(D) Pursuant to various meetings and discussions the MGMIHS and MSF have agreed to undertake and participate in a Program known as "MGM-MSF Certificate Program in Endoscopic Spine Surgery" ("**the Program**").

(E) The Program will be conducted by MGMIHS in association with MSF.

(F) The basic objective of the Program/activities under this MOU is to ensure that the prospective students enrolled for the program gain experience and



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Pune - 411 009

training, generate able and guiding knowledge, experience and its expeditious dissemination for the patient's benefit. The parties will make efforts and take steps to ensure that the objectives under the present MOU are achieved and agree to provide all reasonable cooperation in meeting this objective.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Criteria for Enrolment in the Fellowship

1. A student who desires to enroll in the program will be a post graduate student in orthopedics and neurosurgery who has completed and cleared his final year examinations. The enrollment shall be subject to approval of the MGMIHS. The student may be from India or from abroad as long as he/she fulfills the criteria of admission.
2. In exceptional situations, student who has appeared in his/her final year post graduate exams but has not received the results may be considered for conditional fellowship/program. The enrolment of such a student shall be subject to the student clearing the final year exams.
3. There is no age limit for a candidate to apply for the program.

2. Terms and Conditions of the Program

1. The Program will be 6 calendar month program consisting of and will cover all aspects of endoscopic spine surgery and guided procedures under supervision. The program will start on 1st January and 1st July of every year.
2. The period of the program will be a 6 months.
3. The curriculum of the program shall be a structured curriculum/schedule and will involve working in wards, assisting in live surgeries, cadaver, dissections and significant amount of self-study as well. It will involve preparation of a short thesis on topic suggested by chief or faculty in charge of the student.



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4. The admissions to the program will be held/conducted twice a year i.e. (i) June/July and (ii) November/December or as per the schedule and calendar of MGMIHS. In each term the admissions shall not exceed four students. The actual program will commence on 1st January and 1st July.
5. The Program will be known as **"MGM-MSF Certificate Program in Endoscopic Spine Surgery"**, which will feature prominently in all communication/correspondence.
6. MGMIHS will select candidates based on a written exam and/or an interview, as per university norms. MSF will be called upon by MGMIHS to help MGMIHS with the test questions/interviews. The final interview will be conducted by MGMIHS and MSF jointly.
7. The student enrolled in the program will have to take a theory/ live surgery exam at the end of each course. The exam will be based on the curriculum. Student is expected to present a short thesis for open defense. The performance of the candidates will also be audited to ensure they have understood the philosophy of endoscopic spine surgery, curriculum and carried out the objectives. This will be done on a quarterly basis by the faculty.

3. **Responsibilities/Duties of MSF:**

1. MSF will ensure that each student is personally mentored by the faculty of MSF.
2. MSF will provide the latest books, online or offline library access for the students.
3. MSF will provide a complete set of the instruments and scopes. This will remain the property of MSF and MSF is entitled to withdraw or take away its property at the end of the term of the MOU.
4. The faculty of MSF will train the faculty of MGMIHS to start with, so as reach a professional standard and be capable of running the unit of Endoscopic Spine Surgery. After the training, the faculty of MSF will continue to monitor, supervise and guide the faculty of MGMIHS.

5. The faculty of MSF will be appointed as Honorary Visiting faculty at the MGM Hospital, Kamothe Navi Mumbai and will teach orthopedic and spine surgery to all enrolled students. The Honorarium to be paid will be responsibility and liability of MSF.
6. MSF will provide complimentary training to the MGM Universities Post Graduate Students (maximum 2 students per batch) on the condition that the students continue and undertake to work for the Orthopedic department of MGMIHS and the Endoscopic Spine Surgery Unit specifically for a period of six months. The students will be required to execute the required bonds and undertakings. The students would be subject to the same rules and regulations as other regular 4 students.

4. Responsibilities of MGMIHS:

1. The certificate for the program will be issued jointly by MGMIHS and MSF.
2. MGMIHS will provide operation theatre (laminar OT) and necessary staff earmarked including C-Arm Technician.
3. MGMIHS will provide a class room with audio visual support.
4. MGMIHS will give Cadaveric lab for training of students on dead bodies along with lecture by MSF faculty and from the senior teachers of the MGMIHS anatomy department in coordination with MSF.
5. MGMIHS would arrange Lectures from the Radiology Department for training in interpretation of X rays, MRI and CT scans and their role in spine surgery. MGMIHS trained faculty will manage the day to day operations of the unit.
6. MGMIHS will provide Laser Yag holmium 80 to 100 watts for use in Spine Surgery in due course of time.
7. RF Cautery for use in spine surgery, which will be gifted by Dr. Malcolm Pestonji
8. MGMIHS will provide a camera and recording unit.
9. Upkeep, maintenance and repair of all instruments is the sole responsibility of MGMIHS.

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10. MGMIHS will ensure that the enrolled candidates have the eligibility as per MGMIHS rules & regulations, necessary credentials including MMC registration and other permissions necessary to take on the program, if required. All relevant rules for enrolling overseas students will be followed.

5. Fees:

MGMIHS will charge a fee of Rs 4,00,000 (Four Lacs only) per Indian student/ per batch of 6 months. MGMIHS shall pay to the MSF an amount to Rs 2,00,000/- per student for the expertise, assistance and guidance. MGMIHS will charge a fee of 10000 \$ USD (or equivalent) per foreign student/ per batch of 6 months. MGMIHS shall pay to the MSF an amount to 5000 USD (or equivalent) per student for the expertise, assistance and guidance. The payment to MSF shall be made after the receipt of the fees at the beginning of the program. The parties shall bear their own expenses incurred for the purposes of carrying out its own responsibilities and duties as mentioned hereinabove.

A stipend of Rs 20,000/- per month as payable to the student shall be borne equally by both MGMIHS and MSF. MGMIHS shall provide Hostel accommodation on twin sharing basis and vegetarian food to the students. The same shall be chargeable and in addition to the fees paid by the students.

6. General Conditions:

1. The MoU will be valid for a period of five years (from the date of execution of the MOU) to ensure smooth conduct of the Program. 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 students will be admitted or accepted for the Program. However, the students already registered/enrolled for the Program under this MoU will be entitled to complete the Program as per the MoU.



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Institute of Health Sciences
(Dec. 2017)
Navi Mumbai-410 209

2. There will be quarterly meetings between the parties to audit the Program to ensure that the Program runs as desired. The audit would also look at the performance of the students and faculty.

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: - at MGM Campus, Sector 1, Kamothe, Navi Mumbai-410209, MAHARASHTRA.

MSF: - at 1128 shivajinagar, Gopal Krishna gokhale road, 8 Kamla regency PUNE 411016, MAHARASHTRA.

MISCELLANEOUS

a. Assignment.

Neither party may assign this Agreement or the rights thereunder 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.

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




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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 Program 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.

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 setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try their level best to resolve the disputes arising out of this agreement, failing which through routine legal process under jurisdiction of Navi Mumbai courts.



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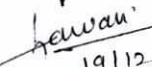
IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

MGM Institute of Health Sciences, Navi Mumbai

Through its 
Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209



In presence of


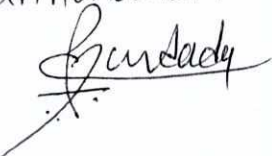
1.  (Saemita Baxik)
2.  19/12/19 (Sachin Grawan, Computer operator)

Mission Spine Foundation

Through its Chairman Dr. Satishchandra Gore



In presence of

1. Pallavi Kalyani

2. Pravinchandra Mundada


CHAIRMAN
Mission Spine Foundation



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