

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. 022-27437631, 27432890

Email : registrar@mgmuhs.com / Website : www.mgmuhs.com

and



MGM'S COLLEGE OF ENGINEERING AND TECHNOLOGY

Kamothe, Navi Mumbai-410209

Email : mgmcet@yahoo.co.in / office.cet@mgmmumbai.ac.in

Website : http://www.mgmmumbai.ac.in

Monday 16th June, 2014


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

PREAMBLE :

The memorandum of understanding (MoU) made on 16th June, 2014 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 and **MGM'S College Of Engineering And Technology**, Kamothe, Navi Mumbai-410209 through Dr. K.G. Narayankhedkar, Director General (hereinafter referred to as the party of the **"Second Part / MGMCET"** which expression shall, unless repugnant to the context thereof, include its, successors and assigns).

SCOPE AND OBJECTIVE OF MoU :

The scope and objective of MoU are defined as :

MGMIHS and MGMCET agree to sign MoU for sharing academic, clinical training / internship, on job training, project work, student / faculty exchange and for collaborative research programs to get the Mutual Benefits.

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

RESPONSIBILITIES OF MGMIHS, KAMOTHE, NAVI MUMBAI AND MGMCET, NAVI MUMBAI :

Specific Roles of MGMIHS :

1. Provides academic staff and necessary infrastructure for UG & PG program.
2. Exchange of information through lectures and practicals pertinent to their activities in the field of mutual interest.
3. Provide internship to the students.
4. Provide Dissertation projects to the students
5. Arrange observership programs for the students.
6. Sharing of information periodically and regularly.

Specific roles of MGMCET :

1. Provide technical support and laboratory facility for the students under the UG and PG programs.
2. Exchange of information through lectures and practicals pertinent to their activities in the field of mutual interest.
 - Bio Medical Engineering
 - Biotechnology
 - Computer Engineering
 - Electronics & Telecommunication Engineering
 - Information Technology
 - Mechanical Engineering

• Common Activities by Both the Parties

1. Both institutions agree to supply work space 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. MGMIHS and MGMCET 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 programs will be conducted by both the institutions with information to each other in advance, as and when required.
6. MGMIHS and MGMCET mutually agree to exchange staff / students for their projects, clinical training / internship, on job training, project work, student / faculty exchange and for collaborative research programs to get the Mutual Benefits and the charges will be borne by individual students as per the institutes rules and regulations.
7. MGMIHS and MGMCET mutually agree to help each other to establish and develop laboratories, research centers, etc. as and when required.

8. Faculty of MGMIHS and MGM CET depending on their qualifications and experience can act as co-guides to the students pursuing the PG and Ph.D. programs at MGMIHS and MGM CET as the case may be.
9. Areas for faculty development shall be identified 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. MGMIHS and MGM CET 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. The regular health check up will be done by the MGM Hospital for MGM CET students and the Medical Services will be provided to students and faculty.
13. One counselor will be assigned for the students of MGM CET.
14. 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 and invigorate relationship of both the Institute.

General Conditions :

1. It will be ensured by both the parties that the conduct of the activities under the MoU will be smooth, 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 persistent 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 sent by e-mail, speed post or by hand addressed to the parties as follows :

MGMIHS :

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.

Email : registrar@mgmuhs.com / Website : www.mgmuhs.com

MGMCET :

MGM'S COLLEGE OF ENGINEERING AND TECHNOLOGY

Kamothe, Navi Mumbai-410209

Email : mgmcet@yahoo.co.in / office.cet@mgmmumbai.ac.in

Website : http://www.mgmmumbai.ac.in

MISCELLANEOUS

a. Assignment

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

b. Severability

If any provision of this Agreement is declared illegal, invalid or unenforceable, such matter 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 program between the Parties and/or their employees, the terms shall 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

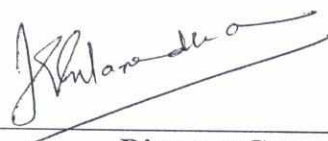

The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of both the parties. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating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

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 Director of MGMIHS and Director General of MGM CET, failing which it will be 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, in consideration of the foregoing premises the parties have signed the Memorandum of Understanding on Monday, 16th June, 2014.

PARTIES

 Director General		 Vice Chancellor
MGMS COLLEGE OF ENGINEERING AND TECHNOLOGY Kamothe, Navi Mumbai-410209		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.