

महाराष्ट्र MAHARASHTRA

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पुरवठधाचा दिनांक उपकोषागाराचै नांव-पनदेल.

MGM SCHOOL OF BIOMEDICAL SCIENCES, NAVI MUMBAI

(A constituent that of MGM INSTITUTE OF HEALTH SCIENCES)

Deemed to be University u/s 3 of UGC Act 1956)

Grade "A" Accredited by NAAC

Sector I, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 27432890 Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

Under

DEPARTMENT OF OPTOMETRY MGMSBS, MGMIHS

Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 27432890 Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

AND

SRCC CENTRE FOR CHILD DEVELOPMENT

(1A, Keshavrao Khadye Marg, Haji Ali, Haji Ali Government Colony, Mahalakshmi, Mumbai, Maharashtra 400034)

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Day30th October 2021

PREAMBLE:

This MEMORANDUM OF UNDERSTANDING (MoU) is made on 30th October 2021 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 Optometry, MGM School of Biomedical Sciences, through Mr. Rohit I Gupta, Coordinator of Dept. of Optometry writing on behalf of Dr. Mansee Thakur, Director, MGM School of Biomedical Sciences, Navi Mumbai (hereinafter referred to as the party of the "First Part/MGMSBSOPTO" which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) and SRCC Centre for Child Development (hereinafter referred to as the party of the "Second Part/SRCC" 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:

MGMSBSOPTO and SRCC agree to sign MoU for sharing academic, clinical training/internship, on job training, project work, student/faculty exchange ("Mutual Benefits") and for collaborative research programs to achieve 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 **ONE YEAR**. Its validity can be extended by mutual agreement between both the parties.

RESPONSIBILITIES OF MGMSBSOPTO, KAMOTHE, NEW MUMBAI AND SRCC, MUMBAI:

Specific Roles of MGMSBSOPTO AND SRCC MUMBAI:

- 1. Provide technical support and facility for the students under the UG & PG program.
- The prospective students will be allowed to undergo training in the Vision Therapy Department.
- MGMSBS will provide the academic staff and necessary infrastructure for UG/PG course for smooth conduct of the programs.

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- Exchange of information through lectures and practical's relating to their activities in field of mutual interest.
- Arrange observer-ship programs for the students.
- Sharing of information periodically and regularly.

Common Activities by Both the Parties

- Both institutions agree to supply workspace and technical facilities as applicable for the purposes of the arrangement under this MoU.
- The internship and travel expenses related to the visits for lectures/sessions will be borneby the students.
- The MoU may be amended, renewed and terminated by mutual written agreement between the Heads of both the Institutes/Hospitals.
- Either institute shall have the right to terminate this MoU upon 30 days prior notice period to the other Institute/Hospital.
- 5. Both the Institute and Hospital i.e., MGMSBSOPTO and SRCC 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. MGMSBSOPTO and SRCC mutually agree to exchange staff / students for their projects, clinical training/internship, on job training, project work, and 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.
- Faculty of MGMSBSOPTO and SRCC depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc. and Ph.D. programs at MGMSBSOPTO and SRCC as the case may be.
- 8. Both the institutes will participate in relevant government programs / schemes to take mutual benefits of collaborations wherever possible.

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 MGMSBSOPTO and SRCC 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.

10. This document is in no way intended to create a 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 1 year from the date of signing 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 1 year, 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.

The parties will jointly conduct 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:

MGMSBSOPTO:-Department of Optometry, MGMSBS, MGMIHS

Address: Sector 1, Kamothe, Navi Mumbai-410209, Tel.No:022-27437631, 2743289, Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

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SRCC:-SRCC Centre for Child Development.

Address: SRCC Centre for Child Development, 1A. Keshavrao Khadye Marg, Haji Ali, Haji Ali Government Colony, Mahalakshmi, Mumbai. Maharashtra 400034. Email.nisha.aggarwal@srcc.org.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 MoU 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 MoU. If such deletion substantially alters the basis of this MoU, the parties will negotiate in good faith to amend the provisions of this MoU to give effect to the original intent/object of the parties under this MoU.

c. Independent Entities.

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

d. Order of Precedence.

In the event of any inconsistency between the terms of this MOU 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 MoU will prevail.

e. Entirety.

This MoU 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

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regarding this subject matter.

f. Amendments.

The Amendments or changes to this MoU 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 understanding. The modification/changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

g. Counterparts.

This MoU may be executed in original. The signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

h. Dispute Resolution.

• In event of any differences, disputes or claims between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this MoU arise, such matter or matters shall be first settled amicably by mutual discussion within 30 (thirty) days between the Director of MGMSBS and Honorary General Secretary of SRCC failing which through the mediation process. Both the parties shall mutually appoint a mediator for resolving their differences or disputes arising out of this agreement.

Now, therefore, for and in consideration of the foregoing terms, the parties have signed the Memorandum of Understanding on 30 day of October 2021.

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Director





PARTIES

MGM School of Biomedical SRCC Centre for Child Development, Sciences, Navi Mumbai. IA, Keshavrao Khadye Marg, Haji Ali, Haji Ali Government (A Constituent Unit of MGM Colony, Mahalakshmi, Mumbai, Maharashtra 400034 Institute Of Health Sciences), Sector 1, Kamothe Navi Mumbai-410209. fydirdor Director Honorary General Secretary of SRCC

OF CRIPPLED CHILDREN 1-A, Haji Ali Park, K Khadys Harg, Mumbai - 400 007.

WITNESS

1. Ruhit I gupta - Gupte

2. Dr. Himansh apto. Humandust

WITNESS

1. Mr. Neha Mehla nela yerr 2. Mr. Sadhana S. Poonevala

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