

MEMORANDUM OF UNDERSTANDING

BETWEEN

MAHARASHTRA UNIVERSITY OF HEALTH SCIENCES, NASHIK

AND

(Other party i.e. the University/ Institute / Organization, who is willing enter in to MoU with MUHS)

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THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made on this day of, 2018 at

.....

BETWEEN

THE MAHARASHTRA UNIVERSITY OF HEALTH SCIENCES, NASHIK

a body corporate established under section 3 of the 'Maharashtra University of Health Sciences Act, 1998' (Maharashtra Act No. X of 1999) having its head office at Dindori Road, Mhasrul, Nashik- 422 004, Maharashtra State, India, hereinafter referred to as "**MUHS**", represented by Dr Kalidas Chavan, aged 47 years working as Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the **First Part**;

AND

.....
incorporated as as per Act, having its registered office at hereinafter referred to as "....." represented by, aged years working as (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the **Other Part**;

"MUHS" and "....." are hereinafter also referred to individually as "Party" depending on reference and collectively as "Parties".

WHEREAS, it is the objective of the MUHS to disseminate, create and preserve knowledge and understanding by teaching, research, extension and service and by effective demonstration and influence of its corporate life on society;

AND WHEREAS, the MUHS has power to co-operate or collaborate with any other University, institution, authority or organisation for research and advisory services and for such purposes to enter into appropriate arrangement with other Universities, institutions, authorities or organisations to conduct certain courses as the situation may demand;

AND WHEREAS, the MUHS has power to provide for the training and quality improvement of teachers and non-teaching employees;

AND WHEREAS, to achieve this goal and objective it is decided to collaborate with the renowned and reputed foreign Universities, institutions and organisations of health sciences for training of faculties and students of affiliated health sciences colleges / recognised institutes by means of teachers (faculty) and students exchange programmes, research programmes and conferences etc.;

AND WHEREAS the MUHS and are discussing a potential for association between themselves for establishing collaboration in the field of training of faculty and students by adopting and designing their exchange programme;

AND WHEREAS the goal of this collaboration is to foster co-operation and facilitate advancement of knowledge, skill and ideas for betterment of health of the society and common man;

AND WHEREAS it is agreed by mutual discussion between MUHS and to establish a formal collaboration;

AND WHEREAS, the parties hereto agreed that detailed terms and conditions guiding the activities identified above shall be designed and formulated separately through mutual discussion;

AND WHEREAS, the parties, hereto are desirous to enter into a formal Memorandum of Understanding (MoU) of collaboration, in writing;

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO, AS UNDER:

1. OBJECTIVES:-

- a) MUHS and will encourage direct contact and cooperation between faculty members, staff and students of the MUHS, affiliated colleges and recognised institutions of the MUHS and ;
- b) To Exchange of invitations of lectures, seminars, workshops, conferences, symposia and other academic programmes;
- c) To Exchange of faculty members and students for study and teaching and research;
- d) To start joint research activities, publications, library and data exchange;

- e) Any other specific academic activity related with study, teaching and research designed and mutually agreed between the parties.
2. Both the parties will be entered into separate and specific written agreement to govern any specific activity to be initiated to achieve the objectives mentioned above. The terms and conditions of such agreement will be determined separately by mutual discussion and consent of both the parties. Such agreement shall come into effect from the date of its signing.
3. **STATUS:-**
This MoU is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clause 4 to 9 below shall be binding. It is be the intension that a formal, legally binding agreement will be entered into between the parties to govern arrangements between them in respect of each specific activity mentioned in the objectives of this MoU.
4. **COSTS:-**
Each party shall bear its own costs and expenses in fulfilling this MoU.
5. **INFORMATION SHARING AND CONFIDENTIALITY:-**
a) Each party shall keep secret all confidential information belonging to the other party, which is shared between them, and all shared information shall only be used for the purpose of fulfilling this MoU. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other appropriate authority to disclose. However, this obligation will be continued after termination of MoU.
b) Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other party (including name and logo) without its prior written consent.
6. **INTELLECTUAL PROPERTY:-**
Unless and otherwise agreed in writing in relation to specific project or academic activities, all intellectual property belonging to a party providing it to other party, on or after the date of this MoU shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this MoU shall vest in the party which or whose employee created them.
7. **REGULATORY:-**
a) Neither party will treat any person or group of person less favourably than other or make any discrimination on the grounds

of race, religion, caste, ethnic belief, sex, disability, nationality colour or marital status.

- b) Each party will comply with all applicable laws and regulations of INDIA and Where there is difference of provision is arises in any law or regulation of the country of any party, such difference shall be settled amicably by mutual discussion and necessary amendment to that effect shall be carried out separately.

8. TERM, EFFECTIVE DATE AND TERMINATION OF AGREEMENT:-

This MoU shall become effective from the date of its signing by the representatives of both the parties and shall be remained inforce for the period of FIVE years from the date of its signing. Either party shall terminate this MoU by serving written notice on the registered address of other party and it shall be treated as terminated after the notice period or after completion of any undergoing collaborative programme, as the case may be. I such situation both the parties shall act reasonably, that any action or omission of any party shall not affects the good reputation of other party.

9. Any doubt, difference or dispute arises with respect to any term mentioned in this MoU shall be settled by mutual discussion between the signatories or authorised representatives of both the parties, however if such doubt, difference or dispute is not resolved amicably the MoU shall be treated as terminated with the consent of both the parties. This MoU shall be governed by and construed in accordance with the laws of INDIA and the Indian courts shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Signed, sealed and delivered
On behalf of the above named
Maharashtra University of
Health Science, Nashik by its
Registrar

Registrar
Maharashtra University of
Health Sciences, Nashik

In the presence of the witness: -

Name of the witness :

Address of the witness :

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Signature of witness :

Date :/...../2018

Signed, sealed and delivered On
behalf of the above name
..... by
its

.....
.....
.....
.....

In the presence of the witness: -

Name of the witness :

Address of the witness :

.....

Signature of witness :

Date :/...../2018