

MoU

between

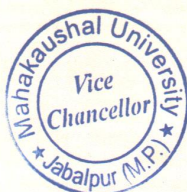
**MAHAKAUSHAL UNIVERSITY
JABALPUR (M.P.)**



**JEEVAN JYOTI HOSPITAL
PRAYAGRAJ, (U.P.)**

for

Training, Research & Development



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INDIA NON JUDICIAL Government of Uttar Pradesh

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Purchased by	: JEEVAN JYOTI HOSPITAL PRAYAGRAJ UP
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
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First Party	: MAHAKAUSHAL UNIVERSITY JABALPUR MP
Second Party	: JEEVAN JYOTI HOSPITAL PRAYAGRAJ UP
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
MAHAKAUSHAL UNIVERSITY (JABALPUR, M.P.)
AND
JEEVAN JYOTI HOSPITAL, PRAYAGRAJ, U.P.)**

Mahakaushal University, Jabalpur and Jeevan Jyoti Hospital, Prayagraj (U.P.) are building up a formal tie-up to develop a spirit of academic co-operation with each other.

1. This agreement aims to promote academic cooperation and the exchange of teaching and research experiences between Mahakaushal University (The MKU Henceforth) and Jeevan Jyoti Hospital (The Jeevan Jyoti Hospital Henceforth).
2. The two organizations will cooperate in developing mutual interests on a reciprocal basis of respect for the independence and equal status of each organization.
3. **Scope of MOU:** This agreement details the terms & conditions of financial arrangements, modalities of collaboration, intellectual property rights (IPR), responsibilities and obligations of The MKU (Jabalpur, M.P.) and Jeevan Jyoti Hospital, Prayagraj (U.P.) pertaining to The (i) Training / Projects undertaken by students of The MKU and (ii) various courses at The MKU at Diploma, UG, PG and PhD level.

4. RESPONSIBILITIES OF JEEVAN JYOTI HOSPITAL, PRAYAGRAJ:

- Jeevan Jyoti Hospital may allow Research scholars, UG & PG (Science) students of The MKU to visit their institute from time to time with mutual consent and after due correspondence and permission from both the institutes. They may be allowed to attend a few classes at Jeevan Jyoti Hospital as part of their coursework after due correspondence and permission from both the institutes.
- With mutual consent and after due correspondence and permission from and / or between The concerned institutes, The students of The MKU may be allowed to do projects (as part of their curriculum) and short-term courses, Internship programs in Summer or Puja vacation or in periods of semester-break.
- Student of various courses of The MKU may be allowed to attend a few classes at Jeevan Jyoti Hospital as part of Their curriculum. Jeevan Jyoti Hospital may formally depute its faculty-members, whenever possible, to arrange special talks to a selected group of students of The MKU.
- Jeevan Jyoti Hospital may arrange for seminar, workshop or conference at The MKU campus and in such cases The MKU will provide all The logistics support to Jeevan Jyoti Hospital.
- Jeevan Jyoti Hospital may arrange for seminar, workshop or conference at their campus and in such cases they may invite The MKU. Jeevan Jyoti Hospital will provide all the logistics support to the MKU faculties and students except for the cost of travel, food and lodging.
- Any other academic activities like co-hosting of workshops, seminars etc. on mutually agreed upon subjects may be taken up by Jeevan Jyoti Hospital and The MKU jointly; after due consultation, assessment and mutual consent.

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5. RESPONSIBILITY OF The MKU:

- After due correspondence and permission from and / or between Jeevan Jyoti Hospital and The MKU, The authority of The MKU shall make arrangements well in advance of desired period with Jeevan Jyoti Hospital such that The students of MKU get ample time and scope of doing Project works in Summer, Puja vacation under The supervision of faculty-members deputed by the Authority of Jeevan Jyoti Hospital. In such cases The incidental cost of transport etc. of the students of The MKU shall be borne by The MKU.
- After due correspondence and permission from and / or between Jeevan Jyoti Hospital and The MKU, The authority of The MKU shall make transport and other logistic arrangements well in advance of desired period with Jeevan Jyoti Hospital such that The students of The MKU may get ample time and scope to visit the laboratory and the upgraded instruments of Jeevan Jyoti Hospital.

6. General Agreements:

The two Organizations are agree to:

- a. Exchange academic material and information;
- b. Exchange of Faculty members (If Possible);
- c. Mutually receive educational visits by faculty members and researchers (If Possible);
- d. Student Exchange Program (If Possible);
- e. Student Internship Program (If Possible);
- f. Hold joint National & International conferences, workshops, seminars etc.;
- g. Conduct joint research project (If Possible);
- h. Engage in other activities to better enhance mutual understanding and cooperation.

7. **FORCE MAJEURE:** Neither The MKU nor Jeevan Jyoti Hospital shall be held responsible for non-fulfilment of their respective obligations, under this agreement; due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc. provided; on the occurrence and cessation of any such event The MKU affected thereby, shall give a notice in writing to The Jeevan Jyoti Hospital within one month of such occurrence or cessation. If The force majeure continues beyond six months, the parties shall jointly decide about the future course of action.

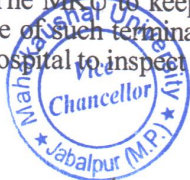
8. **TERMIANTION OF AGREEMENT:** This agreement may be terminated by either of the parties forthwith if either The MKU or Jeevan Jyoti Hospital commits breach of any of the terms hereof and shall have failed to rectify such breach within thirty days of the notice in this behalf having been served on it by the other party i.e. either The MKU or Jeevan Jyoti Hospital, in correspondence: as the case may be. In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of Jeevan Jyoti Hospital and The MKU voluntarily or involuntarily enters into official dilution, bankruptcy or similar recognizable proceedings or if, applications invoking such proceedings; have been filed.

9. **DURATION:** This 'Memorandum of Understanding' shall remain valid for a period of 5 years only from the date of signing The MOU. After this 5 years' time period, this MOU may be terminated or may be renewed after judging the-then situation.

10. **SETTLEMENT:** Upon termination of the agreement:

All rights granted to and the obligations by Jeevan Jyoti Hospital and The MKU hereto, shall cease to exist forthwith; except the obligation of The MKU to keep Collaborative activity in confidence, as per clause 5 above; accrued on or prior to the date of such termination, make written reports and keep records, files and books and the right of Jeevan Jyoti Hospital to inspect the same.

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11. **AMENDMENTS TO THE AGREEMENT:** No amendment or modification of this MOU shall be valid unless the same is made in writing by both The MKU and Jeevan Jyoti Hospital or their authorized representatives and specifically stating, the same; to be an amendment of this MOU. The modifications /changes shall be effective, from the date on which they are made/executed; unless otherwise agreed to. In general, the MOU will be amended on yearly basis, IF AT ALL REQUIRED, on mutually agreed terms.

12. **ASSIGNMENT OF THE AGREEMENT:** The rights and/or liabilities to The MKU to this MOU shall not be assigned except with the written consent of The MKU and Jeevan Jyoti Hospital, subject to such terms and conditions; as may be mutually agreed upon, by both The MKU and Jeevan Jyoti Hospital.

13. The details of this agreement are to be decided by mutual consultation between the two Institutions. Both parties understand that all terms and conditions of the above mentioned activities as well as financial arrangements will have to be negotiated and established in separate written agreements. The MKU designates the Vice Chancellor of the University for partnership and Jeevan Jyoti Hospital designates the Director as their representatives for the full implementation of this agreement.

14. This agreement is executed in English in two original and each Institute will retain one original.

15. **SEAL OF PARTIES:** This Agreement has been executed in two originals, one of these has been retained by Jeevan Jyoti Hospital and the other has been retained by The MKU. In witness whereof the parties hereto have signed this agreement the day, month and year mentioned hereinbefore.



Executed for Mahakaushal University
by

Prof. R. C. Mishra
Vice Chancellor
Mahakaushal University
Ainthkheda Mukunwara Road, Post – Tilwara
Jabalpur, M.P. - 4802003



Executed for Jeevan Jyoti Hospital, Prayagraj by

Dr. Vandana S. Bansal
Director
Jeevan Jyoti Hospital
162, Bai Ka Bagh, Prayagraj,
Uttar Pradesh 211003

Date: _____

Date: 9. 11. 21

This Document has been presented to me on _____ at _____ in the Court Compound, Tehsil Sadan District Allahabad. The contents of the document has been explained to the executant who admit and verify the same has true is hence the document attested.

R.B. Singh
Advocate/Notary
Prayagraj

R.B. Singh
Advocate/Notary
Prayagraj