# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this .13.14. day of April 2005 at New Delhi.

### BETWEEN

JAMIA MILLIA ISLAMIA, New Delhi a Central University created by an enactment of the Parliament of India (i.e. Jamia Millia Islamia Act, 1988) and is a body corporate with a perpetual succession and a common seal (acting through its Registrar presently Prof. Z. H. Khan and authorised signatory) (hereinafter referred to as 'JMI').

#### AND

JAMIA HAMDARD, Hamdard Nagar, New Delhi-110062, a 'Deemed University' and a Muslim Minority Educational Institution under Article 30(1) of the Constitution of India, it has become the first University in Delhi to be adjudged in category 'A' by the National Accreditation and Assessment Council of India, (acting through its Registrar presently Mr. C. L. Gupta (hereinafter referred to as 'JH').

WHEREAS, it is the statutory object of the JMI to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavour to provide to students and teachers the necessary atmosphere and facilities for the promotion of:

 innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality,

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- ii) studies in various disciplines,
- iii) inter disciplinary studies,
- iv) national integration, secularism and international understanding.

AND WHEREAS, the Jamia Hamdard has established its name in the fields of Pharmacy, Nursing, Allied Health Sciences, Information Technology, Business Administration, Biotechnology and Bio-Chemistry, Unani Medicine etc. and is an institution of excellence as it offers high quality academic programmes, which are oriented to cater for the job opportunities in emerging areas and have a high self-employment potential as well.

AND WHEREAS, among various Faculties/Units, Jamia Hamdard has its own teaching Hospital (i.e. Majeedia Hospital) for treatment of indoor and outdoor patients. The basic aim to establish this Hospital is for Research and to give Practical Training to the Students studying in the Faculty of Medicine and in the Faculty of Nursing of the University as the practical training is part of their courses.

AND WHEREAS, the JMI is in the process of establishing a Centre for Dental Studies which would inter alia offer Bachelor of Dental Surgery (BDS) Course on completion of due formalities.

AND WHEREAS, for the purposes of dental medical practical training of its students, Jamia Millia Islamia has chosen Majeedia Hospital of Jamia Hamdard as one of the Centres for imparting the Practical Training, counselling etc. and has made a request to Jamia Hamdard for allowing their medical students in Majeedia Hospital I for the purpose of clinical training in its Hospital.

AND WHEREAS for the purpose of synergistically combining the strengths of the two organisations for mutual interest in the field of academic matters, Jamia Hamdard has agreed to allow the medical students of Jamia Millia Islamia to

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pursue their training on the terms and conditions as here to agreed upon by and between the two parties.

NOW THEREFORE the Jamia Millia Islamia and Jamia Hamdard intended, agreed and consented to the following terms and deeds in pursuance of a common intent to promote and develop the study of dentistry.

## 1. FIELD OF CO-OPERATION:

Both Jamia Millia Islamia and Jamia Hamdard shall consent to the following terms and deed:-

- Jamia Hamdard shall allow co-ordinated access to the staff and students of Jamia Millia Islamia for purposes of clinical training in the arena of dentistry, in its hospital
- b) The license to access by Jamia Hamdard would be inclusive of utilisation of facilities, interaction with medical and para medical staff, understanding patients and disease by Jamia Millia Islamia.
- c) Jamia Millia Islamia shall be liable to pay a sum of Rs.1000/-(Rupees one thousand only) for each registered student on an annual basis for services rendered by Jamia Hamdard as agreed to in clauses (a) & (b) hereinabove.
- d) Jamia Hamdard shall reserve ten beds in the General Ward of its Hospital for imparting training in general medicine and surgery to the 3<sup>rd</sup> year students of BDS course.
- e) The Jamia Millia Islamia shall be responsible for any loss or damages to the properties belonging to Jamia Hamdard caused by the students or staff of Jamia Millia Islamia.

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f) The Jamia Millia Islamia acknowledges that any breach during the training period by its staff or students could result in significant losses or damages to Jamia Hamdard, Jamia Millia

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Islamia agrees to indemnify Jamia Hamdard in respect of all claims, demands, actions, causes of action, losses and damages which Jamia Hamdard may suffer or incur, or which may be brought against Jamia Hamdard, as a result or in any way arising out of any breach by the staff and students of Jamia Millia Islamia.

### 2. MISCELLANEOUS:

- a) The details for the efficacious implementation of this Memorandum of Understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions.
- the parties to this Memorandum may, by mutual consent, add modify, amend, delete review or revise any term (s) and condition (s) of this Memorandum.
- This Memorandum of Understanding initially shall remain in force for a period of 5 years from the date of its signature and seal, and may be extended by mutual consent. However, the MOU may be terminated by either side by giving a six months notice to that effect in writing; and, notwithstanding the notice of the intent to terminate the Memorandum, all rights, obligations and corresponding duties flowing and subsisting therein shall be respected and mandated till the finalisation and accomplishment thereof.
- d) Without prejudice to the generality of the co-operation as incorporated in this MOU, the parties herein may sign collaborative agreements in other fields of common interest.
- This Memorandum of Understanding shall require the ratification of the competent academic / executive body of both the institutions.

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f) Disputes, if any, arising out of this Memorandum of intent and / or its enforcement shall be referred to arbitration under the Arbitration & Conciliation Act, 1996.

IN WITNESS WHEREOF the parties have here into respectively signed the Memorandum of Understanding on the day and the year first above written.

Registrar

Jamia Hamdard

Harri I Nagar

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Mr. C. L. Gupta

Registrar

Jamia Hamdard, Hamdard Nagar

New Delhi - 110 062.

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(Second Part)

Prof. Z. H. Khan

Registrar

Jamia Millia Islamia

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New Delhi
(First Part)

New Delhi-110025

WITNESSES

5. M. Suron Athan

(FAIZAN AHMAD)

Assistant Registran

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Jamea Hamdard, New Delhi

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