

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**HOMOEOPATHY UNIVERSITY, JAIPUR**

AND

**DR. M.L. DHAWALE MEMORIAL HOMOEOPATHIC INSTITUTE, PALGHAR**

Whereas Homoeopathy university, Jaipur (hereafter called as Party No.1), constituted by Homoeopathy University Act, 2010, (Act no. 6 of 2010) Govt of Rajasthan, is a private self financing university, developing as center of excellence in imparting Homoeopathic education and Research.

Whereas Dr. M. L. Dhawale Memorial Homoeopathic Institute, (hereafter called as Party No.1) is conducting Post-graduate course of M.D.(Hom) after acquiring permissions from Central Council of Homoeopathy, New Delhi and the Government of Maharashtra and is affiliated to the Maharashtra University of Health Sciences, Nashik. The institute is governed by Dr M L Dhawale Memorial Trust (MLDT), Mumbai registered under E-11527 (Mumbai).

MLDT has four Departments recognized as Centres of Excellence in Homoeopathy by Ministry of AYUSH. Five faculties of the MLDMHI are resource persons for teaching Research Methodology and seven faculties are resource persons for teaching Health Science Educational Technology on the panel approved by MUHS, Nashik.

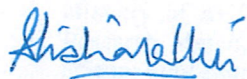

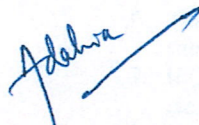
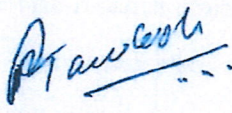
Party No. 1 and Party No. 2 for the wider benefit of students of both the Institutions and in their mutual desire to upgrade the quality of education in UG, PG, PhD and conducting academic and clinical research have agreed to sign this Memorandum of Understanding (MOU) with the following objectives, terms and conditions;

1. This MOU is being signed as a voluntary act without having any obligation to fulfil any statutory norms.
2. The MOU will commence from the date of signing i.e. 1.4.2022 and is valid for two years
3. Each of the party is free to terminate the MOU by issuing a one-month notice.
4. Party 1 and party 2 will share their training requirements (student/faculty/any other) in academic and research areas.
5. Appropriate training modules (recent educational technology and research methodology etc) will be designed by involving faculties of Party 1 and Party 2.
6. Teachers from Party 1 and Party 2 will undertake research projects and conduct them on the premises of Party 1 and/or Party 2.
7. IEC of Party 1 and / or Party 2 where the study takes place will give Ethical clearance for the project.
8. Party 1 and Party 2 will both follow the standard guidelines for conducting research.
9. Party 1 and Party 2 will exchange teachers as the case may be, for imparting / observing the educational process. The modalities of exchange will be decided as per the objectives for that project.
10. Each party will share the list of the subject experts and researchers. Institute will invite them for conducting various educational activities such as examiner, paper setting, on-line / off line teaching and imparting research knowledge.
11. Each party will bear expenses for their own teachers when they are working on their own research projects.
12. The MOU does not create any permanent rights of students and staff members of either of the Institutions in each other's premises.

13. Travelling and accommodation arrangements for the visiting faculty when they visit for the purpose of training of Party 1 and Party 2, whatever the case may be, will be borne by the inviting party as per the travelling rules of the respective institution.
14. While publishing the outcome of the project in written or oral way, each party will acknowledge the contributions of the other party as per the contributions made in the study. The authorship of the paper would also be decided in advance.
15. Costs of publication in the reputed journal, if any, would be borne by the Party to which the PI of the research project belongs.
16. Both parties will clarify the status of Intellectual Property Rights (IPR) which may arise as a result of any of the research activities while planning the research project.
17. This agreement may be modified anytime with due consultation between two institutions.

It is expected that mutual good will and respect will carry the arrangement through.

Signed for and on behalf of the Parties to the Memorandum of Understanding on this day of 18<sup>th</sup> March 2022.

Party No. 1	Party No. 2
 <p><b>Dr. Shishir Mathur,</b> Registrar Homoeopathy University Saipura, Sanganer Jaipur-302029</p> <p><b>REGISTRAR</b> <b>HOMOEOPATHY UNIVERSITY</b> <b>JAIPUR</b></p>	 <p><b>Dr. Bipin S. Jain,</b> Principal &amp; Academic Director Dr. M.L. Dhawale Memorial Trust's Dr. M.L. Dhawale Memorial Homoeopathic Institute, Rural Homoeopathic Hospital, Palghar-Boisar Road, Opp. S. T. Workshop, Dist-Palghar</p>
<u>In the presence of:</u>	
 <p><b>Dr. Abhishek Dalmia</b> OSD, Homoeopathy University, Jaipur</p>	 <p><b>Dr. Prashant Tamboli</b> Director, Dept of Research, Dr. M.L. Dhawale Memorial Homoeopathic Institute, Palghar</p>





**DR. M. L. DHAWALE MEMORIAL  
HOMOEOPATHIC INSTITUTE**

Opp. S. T. Workshop, Palghar Boisor Road, Palghar 401 404. ● Tel.: 02525-256932/33 ● Fax: 02525-257019  
(Recognized by the Central Council of Homoeopathy, New Delhi and  
Maharashtra University of Health Sciences, Nashik)

PRINCIPAL  
DR. BIPIN S. JAIN  
M.D.(Hom.), MBA (Ed. Mgt.)

**Memorandum of Understanding (MoU)**

*Between*

**DR. M L DHAWALE MEMORIAL HOMOEOPATHIC INSTITUTE, PALGHAR**

*And*

**ST. JOHN INSTITUTE OF PHARMACY AND RESEARCH, PALGHAR (SJIPR)**

*For facilitating*

**Undergraduate & Postgraduate Research**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 20<sup>th</sup> day of the month of **October** in the year **2022** by and between **DR M. L. DHAWALE MEMORIAL HOMOEOPATHIC INSTITUTE, (MLDMHI)** Dr. M L Dhawale Memorial Trust Hospital, Palghar (Charitable), Boisar Rd, opposite S.T Workshop, Palghar Taluka Industrial Co-Operative Estate, Palghar-401404, on the ONE PART and the **ST. JOHN INSTITUTE OF PHARMACY AND RESEARCH, PALGHAR, (SJIPR)** on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the institutes, have decided to enter into long-term collaboration to promote undergraduate and postgraduate research in cutting-edge areas.

WHEREAS the "First Party" is an independent unit with rich clinical exposure and has a homoeopathic hospital that trains doctors in the OPD, IPD & ICU units at rural, tribal and urban communities. Also has exposure to modern practices of patient-centered medical education and technology, is involved in training and participation in research projects in homoeopathy, has community based exposure with insight into the integration of homoeopathy in community medicine, offers homoeopathic medical care, and engages in education & research. AND WHEREAS the "Second Party," established as a Pharmacy college is involved in **teaching at the diploma, graduate and post-graduate level in pharmacy leading to Bachelors/Masters Degree in Pharmacy of Mumbai University, Mumbai**, WHEREAS, both **SJIPR & MLDMHI**, now

- Recognize the importance of research and development in medicine and pharmacy and the need to impart exposure to traditional drugs in clinical practice to Pharmacy students.

*ML*

*BJ*

- Appreciate the need for the creation of a large reservoir of highly qualified manpower in all fields related to Pharmacy,
- Desire to collaborate by sharing information, expertise, and resources

INTEND to form a nucleus for promoting excellent quality manpower in the domain of Pharmacy with special emphasis on medicine and related fields.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both **SJIPR** and **MLDMHI** hereby acknowledge, **SJIPR** and **MLDMHI** at this moment agree to sign a memorandum of understanding (MOU).

(Signature of First Party)

(Signature of Second Party)

### Article 1. Scope

This MOU details the modalities and general conditions regarding collaboration between **SJIPR** and **MLDMHI** for enhancing, within the country, the knowledge of medicinal plants for homeopathic use without any prejudice prevailing rules and regulations in **SJIPR** and **MLDMHI** without any disregard to any mechanism evolved and approved by the competent authorities under Government of India in so far as such mechanism applies to **SJIPR** and **MLDMHI**. The areas of cooperation can be extended through mutual consent.

### ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both **SJIPR** and **MLDMHI** shall encourage interactions between the scientists, research fellows, faculty members, and students of both organizations through the following arrangements:

- Organization of joint conferences, seminars and workshops.
- Joint guidance of student projects/thesis in Pharmacy and other areas of national interest at **SJIPR** by **MLDMHI** in mutually agreeable terms.
- MLDMHI** may depute its personnel as visiting faculty at **SJIPR** to teach any of the regular Courses or specialized topics.
- Would allow institute visits of students for half/full day to give them exposure to various machinery, equipment, instruments, etc. at each others institute.
- MLDMHI** and **SJIPR** may avail hospital, laboratory, instrumentation, library, internet and computational facilities at each other's institute after due permission for the specific research work from the respective authorities.
- There will be no restriction on the contents of the report/thesis and on the publication of results in the report/thesis at both institutes, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- Both **SJIPR** and **MLDMHI** will be free to independently carry out follow-up research on the project/thesis work conducted under this scheme.

- h) If the outcome of a project related to product development, process technology and design, etc. which involves the matter of secrecy and security of the State and the Country, the same will not be allowed for publication/printing in any form such as electronic/verbal/print, etc. If the outcome of a project results in intellectual property, for which rights can be secured, it will be decided on a case-to-case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty, etc. by the parties under the law will be decided on a case-to-case basis after mutual consultation.
- i) Research supervisors from both institutes will be the corresponding authors in any publication resulting from the collaborative work. All efforts put by the student/s as a part of this MoU will be accounted for by publishing the work in reports/thesis and/or paper publications except for the part in which IPR needs to be claimed.
- j) Neither of the supervisors will publish the work carried out under this MoU without the knowledge of the other or acknowledging each other.
- k) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc., would be spelled out clearly before starting the activity and borne by the individual institution for the work carried out by them.

### ARTICLE-III: CO-ORDINATION OF THE PROGRAMME, INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative program between SJIPR and MLDMHI shall be coordinated by a coordination committee appointed by the Principal of SJIPR and the Head of MLDMHI.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from the heads of both Institutions (*cost for work done by each institute to be borne by them respectively*)

### ARTICLE-IV: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be terminated by prior notice of not less than six months by either party. However, termination of the MOU will not affect the interests in any manner of the students/faculty/scientists who have been admitted to pursue a program under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of MLDMHI and SJIPR.

### ARTICLE-V: IPR

- a) Rights regarding publications, patents, royalty, and ownership of software/design/products developed under the scope of this MOU shall be decided by the two parties by mutual consent.

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## ARTICLE-VI: CONFIDENTIALITY

During the tenure of the MOU, both SJIPR and MLDMHI will maintain strict confidentiality and prevent disclosure of all information and data exchanged under the scope of this MOU for any purpose other than under this MOU.

Both SJIPR and MLDMHI shall bind their respective personnel who come into possession or knowledge of any confidential information to not disclose the same to third parties without the written approval of the disclosing party or use such confidential information for any use other than that intended under this agreement on PROJECTS. Further, both SJIPR and MLDMHI shall put in place adequate and reasonable measures to keep and store confidential information securely to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data, or facts belonging to parties collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement whether in writing, verbal, or electronically, irrespective of the medium in which such information is stored which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However, confidential information shall not include any data or information that:

- a) is or becomes publicly available through no fault of the receiving party,
- b) is already in the rightful possession of the receiving party prior to its receipt of such data or information,
- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party,
- d) is rightfully obtained by the receiving party from a third party or is in the public domain,
- e) is disclosed with the written consent of the party whose information it is, or,
- f) is disclosed under a court order or other legal compulsion after providing prior notice to the disclosing party.

## ARTICLE-VII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto. They shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## ARTICLE-VIII: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts in Mumbai.
- b) The dispute or difference arising between parties in relation to or in connection with this AGREEMENT, both parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of the Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be New Delhi, and the Language of arbitration shall be English.


*[Handwritten signature]*


*[Handwritten signature]*

**ARTICLE- IX: MISCELLANEOUS**

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both SJIPR and MLDMHI shall not, during the term of this Agreement, directly or indirectly, solicit or offer employment or engagement to any of the personnel of another party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power, and privileges herein provided shall be cumulative and not exclusive of any right, remedies, powers and privileges provided by law. After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining thereto shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE FROM THE DATE AND YEAR FIRST WRITTEN ABOVE.

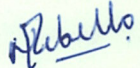
  
**Dr. Savita Tauro**  
Principal  
St. John Institute of Pharmacy and Research  
St. John Technical and Educational Campus  
Vevoor, Manor Road, Palghar East  
Palghar, Maharashtra-401404.

  
**Dr. Bipin Jain**  
Principal  
Dr. M. L. Dhawale Memorial Homoeopathic Institute  
Dr. M L Dhawale Memorial Trust Hospital, Palghar  
(Charitable), Boisar Rd, Palghar Taluka Industrial  
Co-Operative Estate, Palghar- 401404

(Name and Address of the First Party)

Date 20/10/22


Signature with Seal

  
Witness 1 Dr. Norma Rebello

(Name and Address of the Second Party)

Date 20/10/2022

Signature with Seal

  
Witness 1 Dr Prashant Tamboli



**MEMORANDUM OF  
UNDERSTANDING (MoU)**

**BETWEEN**

**Dr. M. L. DHAWALE MEMORIAL HOMOEOPATHIC  
INSTITUTE, PALGHAR**

**Dr. M. L. Dhawale Memorial Trust Hospital,  
Palghar - Boisar Road, Opp. S.T. Workshop,  
Palghar-401404**

**&**

**SONOPANT DANDEKAR ARTS,  
V.S. APTE COMMERCE AND M.H. MEHTA SCIENCE  
COLLEGE, PALGHAR**

**Kharekuran Road, Tal. & Dist. Palghar, PIN – 401 404**





This MoU is entered into on the **First Day of September 2022** by and between **Dr. M. L. Dhawale Memorial Homoeopathic Institute, Palghar, Dr. M. L. Dhawale Memorial Trust Hospital, Palghar -Boisar Road, Opp. S.T. Workshop, Palghar-401404**, affiliated to Maharashtra University of Health Sciences and **Sonopant Dandekar Shikshan Mandali's Sonopant Dandekar Arts, V.S. Apte Commerce and M.H. Mehta Science College, Palghar** situated at Palghar, affiliated to University of Mumbai.

The aforesaid Institutes are hereinafter referred to individually as institute and collectively as Institutes.

### **1) OBJECTIVES OF MEMORANDUM OF UNDERSTANDING:**

- a) To promote and enhance cooperation of Academic Interest between Dr. M. L. DHAWALE Memorial Homoeopathic Institute and Sonopant Dandekar Shikshan Mandali's Sonopant Dandekar Arts, V.S. Apte Commerce and M.H. Mehta Science College, Palghar
- b) To provide advice for enhancement of quality of education at Dr. M. L. DHAWALE Memorial Homoeopathic Institute and SONOPANT DANDEKAR COLLEGE, PALGHAR.
- c) To exchange faculty and students between the Institutes for educational, health (Promotive, Preventive and Curative) and the research purposes.
- d) To promote research / continuing education, curricular, co-curricular and extra-curricular activities between Institutes.
- e) To provide access to library and educational resources to teachers and students at the said institutes by mutual grants.
- f) Through mutual help and co-operation strive towards NAAC accreditation.

### **2) TECHNICAL AREAS OF COLLABORATION:**

Provide academic interaction by delivering special lectures at **Dr. M. L. DHAWALE Memorial Homoeopathic Institute and Sonopant Dandekar Shikshan Mandali's Sonopant Dandekar Arts, V.S. Apte Commerce and M.H. Mehta Science College, Palghar** on relevant topics.

- a) Provide necessary help and collaborations wherever applicable in organizing conferences/ seminars/ workshops/ and personality development/ life skill programs between Institutes for enhancement of skills in respect of staff and students.
- b) Usage of academic infrastructure of both Institutes by students and faculty members responsibly.
- c) Arranging training programs for students of both Institutes in various required fields
- d) Co-operate in activities such as Placements, Job-Mela programs, etc.
- e) To facilitate training for teachers and students on various identified/ agreed topics.
- f) Guidance for enhancement in infrastructural development of Institutes.
- g) Mutual co-operation between IQACs of both Institutes.
- h) Exchange of N.S.S. and Extension Activities.
- i) Inter-Library Exchange

### **3) PROPOSED MODES OF COLLABORATION:**

**Dr. M. L. DHAWALE Memorial Homoeopathic Institute, and Sonopant Dandekar College** jointly propose to collaborate through the following:

- a) Co-operation and promotion of education and training in areas of mutual interests.
- b) Any other appropriate modes of interaction agreed upon between both institutes.
- c) A specific plan will be worked out by the Institutes depending upon requirement and availability of resources.
- d) Intellectual exchange of ideas between the two institutes.

### **4) TERMS AND CONDITIONS:**

- a) For continuing education of teachers and students, the financial arrangements will be made as per the mutually agreed terms.
- b) For the visits related to advice and consultancy, travel, and other expenses of both the faculty and staff shall be reimbursed on mutually agreed terms.
- c) The faculty members and students can use the library facility and exchange the interests for the same.
- d) Usage of academic infrastructure can be allowed for limited period subject to its availability, approval of head of facility/department and Institute norms.

- e) Both Institutes agree to help, identify, and invite the faculty members and researchers from the other Institute to participate in conferences, workshops and short-term courses and as advisory/organizing committee members.
- f) To provide appropriate discount to staff and students participating in Conferences, Workshops, Seminars, activities, and training programs conducted by either institute.
- g) To give preference to staff and student participants of either institute.
- h) This MoU may be amended, renewed, and terminated by mutual written agreement of the Institutes at any time.
- i) Either institute shall have the right to terminate this MoU upon 60 days prior written notice to the other institute.
- j) On mutual consent of both the Institutes, review meetings will be conducted once in four months with co-coordinators.

#### **5) CONFIDENTIALITY:**

- a) The Institutes agree to hold in confidence all information/ data designated by the Institutes as being confidential which is obtained from either Institute or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other Institute.
- b) The above confidential clause under this MoU excludes the information/ data possessed by either Institute before entering the MoU or independently developed and/or information already available through public domain.

#### **6) DURATION OF MOU:**

This MoU, unless extended by mutual written consent of the Institutes, shall expire in **One** year after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended for another **One** year by mutual consent.

#### **7) COORDINATORS:**

Both Institutes will designate persons who will have responsibility for co-ordination and implementation of this agreement.


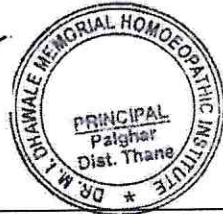

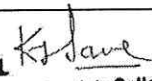
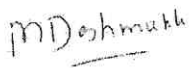

#### **8) INTELLECTUAL PROPERTY RIGHTS:**

The Intellectual Property Rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case and will be consistent with officially laid down IPR policies of the two Institute.



### 9) SIGNED IN DUPLICATE:

This MoU is executed in duplicate with each copy being an official version and having equal validity. By signing below, the Institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On the Behalf of:

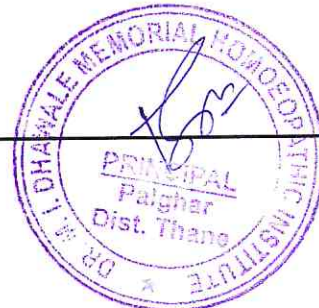
<b>DR. BIPIN JAIN</b> Principal, Dr. M. L. Dhawale Memorial Homeopathic Institute, Palghar	 
<b>Dr. SUNITA NIKUMBH</b> HOD, Department of Psychiatry, NAAC coordinator Dr. M. L. Dhawale Memorial Homoeopathic Institute, Palghar	 HOD Department of Psychiatry
<b>DR. KIRAN SAVE</b> Principal Sonopant Dandekar Arts, V.S. Apte Commerce and M.H. Mehta Science College, Palghar	 PRINCIPAL Sonopant Dandekar Arts College, V.S. Apte Commerce College & M.H. Mehta Science College PALGHAR (W.R.) Dist. Palghar, Pin-401404
<b>MR. MAHESH DESHMUKH</b> Vice Principal, IQAC Convener Sonopant Dandekar Arts, V.S. Apte Commerce and M.H. Mehta Science College, Palghar	 

Coordinators:

<b>MRS. KAVITA SANKHE</b> Coordinator Asst. Professor, Head Department of Foundation Course	
<b>MR. TEJAS N. CHAUDHARI</b> Coordinator Asst. Professor, Department of Foundation Course.	

Place: Palghar

Date: 01/09/2022



भारतीय गैर न्यायिक  
भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEES

Rs. 500

INDIA NON JUDICIAL

09 APR 2021



महाराष्ट्र राज्य न्यायिक

प. ज. १२०९००४  
24/03/2021  
4 MAR 2021  
मुद्रांक प्रत्यक्ष लिपीक

१) मुद्रांक विक्री बाबलची नोंद अ. क्र. ५९२ दिनांक 09 APR 2021 AS 328772

२) मुद्रांक खरेदीचे कारण ५१०१०५८

३) मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता Dr. M. L. Dhawale Memorial Homoeopathic Institute

४) दुसऱ्या पक्षकाराचे नाव व पत्ता Opp. S. T. Workshop, Palghar-Boisar Road, Palghar-401 404.

५) हस्ते मोहन पाटील Tel.: 7720016357/58

६) मुद्रांक विकत घेणाऱ्याची सही [Signature]

09 APR 2021

७) परवानाधारक मुद्रांक विक्रीच्या सही व परवानाधारक क्रमांक ससेच मुद्रांक विक्रीचे ठिकाण/पत्ता  
सौ. ज्वाला दयानंद चौधरी  
पत्ता नं. १२०९००४  
आर्षन दर्शन विल्डींग, गाळा नं. २,  
कचेरी रोड, पालघर, ता. जि. पालघर

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी केला आहे

MEMORANDUM OF UNDERSTANDING


BETWEEN

DR. M.L. DHAWALE MEMORIAL HOMOEOPATHIC INSTITUTE, PALGHAR

AND

KEMT's VIRAR HOMOEOPATHIC MEDICAL COLLEGE, VIRAR (E)

Whereas Dr. M.L. Dhawale Memorial Homoeopathic Institute, (hereafter called as Party No.1) has already commenced Post-graduate course of M.D.(Hom) after acquiring permissions from Central Council of Homoeopathy, New Delhi, Ministry of AYUSH and the Government of Maharashtra and is affiliated to the Maharashtra University of Health Sciences, Nashik.



Whereas as per the CCH notification No. 12-18/89-CCH3392 dated 16<sup>th</sup> November 1989 Clause 10(2) stipulates that Postgraduates students should partake in the undergraduate teaching programme for the students/interns,

Whereas KEMT's VIRAR HOMOEOPATHIC MEDICAL COLLEGE, VIRAR (E) (hereafter called as Party No. 2) is conducting the BHMS course and is affiliated to the Maharashtra University of Health Sciences, Nashik and has all the requisite facilities for imparting training in the undergraduate subjects as mentioned in the M.D.(Hom) notification mentioned above:

Party No. 1 and Party No. 2 for the wider benefit of students of both the Institutions and in their mutual desire to spread Homocopathy amongst all sections and levels of society, have agreed to sign this Memorandum of Understanding (MOU) with the following objectives, terms and conditions;

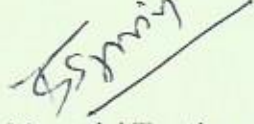
1. This MOU is being signed as per CCH notification No. 12-18/89-CCH3392 dated 16<sup>th</sup> November 1989 Clause 10(2);
2. The MOU will commence from 27/8/2021 and will be for five years i.e. till 26/8/2026
3. Each of the party is free to terminate the MOU with a notice issued one month before the beginning of the next academic term in order not to inconvenience the students who are already enrolled for the course;
4. Party No.2 agrees to make provision in the time table for teaching/training by the students of Party No. 1 at a mutually convenient predetermined date and time or on an online basis;
5. Party No. 1 solemnly assures that its postgraduate students will follow the code of conduct applicable to the staff of Party No. 2 while they are in the premises of the College;
6. Party No. 1 agrees to make its clinical facilities and educational seminars in Mumbai, Palghar and Pune open for the benefit of the Staff, interns and students of Party No.2 on advanced intimation from the Principal of the College at concessional rates;
7. Both Party No. 1 and Party No 2 will co-ordinate with each other in organizing MET & NAAC related workshops. They will also co-operate in organizing camps. This will be done through mutual acceptable understanding.
8. Party No. 1 will freely extend its expertise in assisting the setting up of Clinical and mobile services in the area looked after by party No. 2
9. The MOU does not create any permanent rights of students and staff members of either of the Institutions in each other's premises.

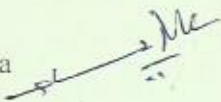
A joint Consulting Committee comprising of two senior staff members from the both the colleges will draw up the teaching programme and will present to the Principals for approval at the beginning of each term



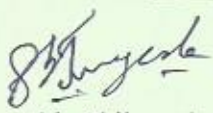
It is expected that mutual good will and respect will carry the arrangement through any dispute could be settled in a spirit of cooperation and friendship

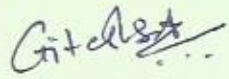
Signed for and on behalf of the Parties to the Memorandum of Understanding on this 16<sup>th</sup> day of April 2021

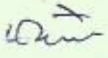
Party No. 1  
Dr. Bipin S. Jain,   
Principal  
Dr. M.L. Dhawale Memorial Trust's  
Dr. M.L. Dhawale Memorial Homoeopathic  
Institute,  
Rural Homoeopathic Hospital,  
Palghar-Boisar Road, Opp. S. T. Workshop,  
Dist-Palghar


Party No. 2  
Dr. Brahmadeo R. Mishra   
Principal  
Kokan Education & Medical Trust's  
Virar Homoeopathic Medical College  
Vir Savarkar Marg, Virar (E), 401305,  
Dist. Palghar

In the presence of :

1. Dr. Sachin Junagade,   
Reader, Dept of Homoeopathic Philosophy,  
Dr. M.L. Dhawale Memorial  
Homoeopathic Institute,  
Rural Homoeopathic Hospital,  
Palghar-Boisar Road, Opp. S. T. Workshop,  
Dist-Palghar

1. Dr. Gitesh Agrawal   
Associate Professor,  
Virar Homoeopathic Medical College  
Vir Savarkar Marg, Virar (E), 401305,  
Dist Palghar

2. Vithal Parshuram More,   
Dr. M.L. Dhawale Memorial  
Homoeopathic Institute,  
Rural Homoeopathic Hospital,  
Palghar-Boisar Road, Opp. S. T. Workshop,  
Dist-Palghar

2. Shri Bhavesh Damodar Patil   
Secretary,  
Kokan Education Trust's  
Virar Homoeopathic Medical College  
Vir Savarkar Marg, Virar (E), 401305,  
Dist Palghar



**BEFORE ME**  
  
29/4/2021  
**G. U. PANDEY**  
**ADVOCATE & NOTARY**  
**GOVT. OF INDIA**  
A/1-506, Krishneshwar Tapovan, Palghar,  
Opp. W.E. Highway, Malad (East),  
Mumbai - 400 097



# MEMORANDUM OF AGREEMENT

FOR THE TEACHING AND TRAINING OF UNDERGRADUATE STUDENTS OF  
BACHELOR OF HOMEOPATHIC MEDICAL SCIENCES (BHMS) (Hons) PROGRAMME

*BETWEEN*

**CYBERJAYA UNIVERSITY COLLEGE of MEDICAL SCIENCES  
(CUCMS)  
MALAYSIA**

*AND*

**Dr M L DHAWALE MEMORIAL HOMEOPATHIC INSTITUTE  
(MLDMHI)  
INDIA**

DATED THIS 8<sup>TH</sup> DAY OF MAY 2019





## MEMORANDUM OF AGREEMENT

FOR THE TEACHING AND TRAINING OF UNDERGRADUATE STUDENTS OF  
BACHELOR OF HOMEOPATHIC MEDICAL SCIENCES (BHMS) (Hons) PROGRAMME

THIS MEMORANDUM OF AGREEMENT is dated 8<sup>th</sup> day of May 2019.

### BETWEEN

**CYBERJAYA UNIVERSITY COLLEGE OF MEDICAL SCIENCES (CUCMS)** an institution of higher learning established under the Companies Act 1965 and having its registered address at Persiaran Bestari, Cyber 11, 63000 Cyberjaya, Selangor Darul Ehsan (hereinafter referred to as "CUCMS") of the first part.

### AND

**Dr M L DHAWALE MEMORIAL HOMEOPATHIC INSTITUTE (MLDMHI)** established in 2002 by Dr. M. L. Dhawale Memorial Trust, a Public Charitable Trust Companies Act which was established in 2003 and situated on Palghar-Boisar Road, Palghar, Palghar District, 404404 400068, India (hereinafter referred to as "MLDMHI") of the second part.

(CUCMS and MLDMHI) may individually be referred to as "A Party" or collectively as "the Parties".)

### RECITALS:

- A. CUCMS is a medical university college offering foundation, diploma, degree, master, Programs and Doctor of Philosophy in medicine, pharmacy and allied health sciences to both Malaysian and international students.
- B. MLDMHI conducts as one of its programme a Homeopathic Post Graduate Residential Training School in the M.D. (Hom) with its indoor facility at Rural Homeopathic Hospital, India.
- C. CUCMS and MLDMHI are desirous to collaborate in their training activities, wherein the Faculty of Traditional & Complementary Medicine, CUCMS desires to make use of the facilities of MLDMHI's Hospital, Clinic and Personnel for the purpose of providing teaching, practical and clinical training in the field of Homeopathy to undergraduate students of Bachelor of Homeopathic Medical Sciences (BHMS) (Hons) from CUCMS and MLDMHI has agreed to provide such teaching and training on the terms and conditions as hereinafter contained:

IT IS THEREFORE hereby agreed as follows:

**1. COMMENCEMENT AND TERMS**

- 1.1 The effective date of this Agreement shall be on **8<sup>th</sup> of May 2019** for a term of **three (3) years from 8<sup>th</sup> of May 2019 until 7<sup>th</sup> of May 2022** unless otherwise determined in the manner hereinafter provided (hereinafter referred to as the "Agreement Period").
- 1.2 The Programme will be conducted for a **four (4) months** period, excluding one (1) week of semester break, wherein the Students will start their practical and clinical training on **1 August 2019 until 8 December 2019/2020/2021**.
- 1.3 In the event CUCMS would like to extend the Agreement period, CUCMS shall give notice to MLDMHI of its intention to extend this Agreement at least three (3) months before the date of the expiry of this Agreement and if MLDMHI consents to such an extension, the Agreement shall be extended for a further period as agreed by both the Parties, in giving its consent to the extension, and where MLDMHI so specifies otherwise, the Agreement shall not be extended unless CUCMS agrees in writing to the matters so specified by MLDMHI.
- 1.4 During the period of extension as aforesaid the provisions of this Agreement shall continue to apply unless otherwise specified in writing by the Parties.
- 1.5 In the event the Parties have not reached an agreement on the terms and conditions of such an extension within thirty (30) days prior to the expiration of this Agreement, then this Agreement shall expire as scheduled and neither Party shall have any further claim against each other under this Agreement.

**2. OBJECTIVE AND SCOPE OF COOPERATION**

The Parties hereby agree to establish a collaboration within the framework of the rules and regulations applicable in each of the institutions in conducting teaching, practical and clinical training for the CUCMS Students at MLDMHI with the required knowledge, hands on training and skills of competent efficient Homoeopathic prescribers at the hospitals owned and/or managed by MLDMHI.

**3. CONSIDERATION**

- 3.1 For the purpose of this Agreement and subject to MLDMHI fulfilling its obligations as set out in this Agreement, CUCMS shall, in consideration of the Programme conducted, pay MLDMHI a total sum of **Indian Rupees Fifty Thousand (INR 50,000)** only per student per semester. The Fee shall include the following:

3.1.1 Course fees;

3.1.2 Clinical Instructors' fees; and

3.1.3 Accommodation excluding meals.

3.2 All payments to MLDMHI for the stipulated period will be as follows:

50% of the Fee: One week before the stipulated period of start of training

50% of the Fee: Upon completion of 30 days of training and before the end of 60 days

It is further agreed between the Parties that payment shall be made promptly as scheduled. If there is any delay in payment of 50% of the Fees upon completion of 30 days training and before the end of 60 days, the delay so caused will be considered as termination of the programme of that particular student by CUCMS and in that event the Fees already paid will be forfeited by MLDMHI.

3.3. All costs inclusive of the Transportation costs (For the transportation within and outside the city), peripheral visits, health check-up camps, visit to specialized hospitals, visas, passports and air tickets from Malaysia to MLDMHI, India and vice versa or other costs necessarily incurred by the Students shall be borne by the Students.

3.4. Medical conditions during the Programme Period requiring consultation, treatment or hospitalization shall be borne by the Students. MLDMHI shall bear the cost of Homeopathic medicines for minor medical conditions requiring Homeopathic treatment.

3.5. The Students shall bear the cost of food/meals, books, sightseeing and any other costs which are not mentioned above.

3.6. If asked for, MLDMHI shall assist for the application of insurance policy for the Students during the Programme Period at Palghar and CUCMS shall bear the cost of the insurance. The Insurance Company shall compensate for the damages in the event of any injury, disability or loss of life resulting from accidents during the Programme Period. MLDMHI will not hold any responsibility in such unwarranted situations.

3.7. If due to any reason, the Student leaves or is terminated from the Training programme within the programme period, the Fees paid by CUCMS to MLDMHI shall stand forfeited.

3.8. The fees being paid to MLDMHI by CUCMS for the Programme conducted shall remain as stated throughout the duration of the Agreement.

#### **4. SCOPE OF THE PROGRAMME**

As a consideration for the Fee paid by CUCMS, MLDMHI hereby undertakes to provide, make available and train each of the Students under the Programme at

MLDMHI's Hospital with the following areas of teaching, clinical and practical training:

- 4.1 The Students will be engaged for at least **eight (8) hours per day** or more during their clinical training.
- 4.2 The practical and clinical training will be provided of the following areas:
  - 4.2.1 Basic Sciences
  - 4.2.2 Applied Philosophy
  - 4.2.3 Live Materia Medica
  - 4.2.4 Therapeutics
  - 4.2.5 Live Case Demonstrations
  - 4.2.6 Clinical Analysis
  - 4.2.7 Practical Repertorization
  - 4.2.8 Drug/Potency Selection
  - 4.2.9 Homeopathy in Cardiology
  - 4.2.10 Homeopathy in Neuro-endocrinology
  - 4.2.11 Homeopathy in Psychiatry
  - 4.2.12 Miasms
  - 4.2.13 Homeopathy in Paediatrics
  - 4.2.14 Gynaecology and Obstetrics
  - 4.2.15 Homeopathy in Dentistry
  - 4.2.16 Homeopathy in Orthopaedics
  - 4.2.17 Homeopathy in Gastroenterology
  - 4.2.18 Electrocardiogram ("ECG") reading, other special investigations
  - 4.2.19 Homeopathic Emergency Management Sessions
  - 4.2.20 Practical, Pre & Post-operative Homeopathic Management
  - 4.2.21 Deliveries
  - 4.2.22 Surgeries
  - 4.2.23 Lab/Radiological Investigation
  - 4.2.24 Any other related area of clinical and practical training
- 4.3 Students will be assigned a supervisor appointed by MLDMHI who will be responsible to supervise the record of daily work and consistently monitor the student's progress and make fair assessment of the said students in the "Practical Log Book" given to them.
- 4.4 The Programme shall emphasise on case taking, evaluation of symptoms, nosological and miasmatic diagnosis, repertorization, management of patients based on Homeopathic principles.
- 4.5 The Students will be required to present their case for a discussion with their supervisor and will be assessed fairly and adequately on the said presentation.
- 4.6 The Students will also be exposed and trained on the following area:

- 4.6.1 Skills associated with routine blood examination and the use of the findings for diagnosis and management of the patients; and
- 4.6.2 Diagnostic Techniques and the use of the finding for diagnosis and management of cases.
- 4.7 The Students will be required to prepare their thesis presentation under the guidance and supervision of MLDMHI's Supervisor.
- 4.8 In the event of publication of thesis, the name of supervisor will be acknowledged as also the name of MLDMHI along with CUCMS.
- 4.9 Upon the completion of the Programme, the Students will be assessed and evaluated on their performance which will include discipline, participation in lectures, clinical case presentations and the thesis.
- 4.10 Subject to the written consent of each student, IF medically permitted, then each Student may undergo a proving of a homeopathic remedy upon himself/herself to prove or reprove a Homeopathic remedy during the duration of the Programme period.
- 4.11 Each Student will be given an opportunity to participate in MLDMHI's health check-up camps conducted at locations outside the premises of Rural Homeopathic Hospital.
- 4.12 The Students will be kept abreast with the latest investigations and treatment procedures in various fields.

## **5. UTILISATION OF MLDMHI'S PERSONNEL**

MLDMHI shall make available its approved Medical Officer and Clinical Instructors to assist in the teaching and training of the Students by giving lectures and tutorials in the Hospitals or at the premises approved by MLDMHI.

## **6. PATIENT-CARE SERVICE IN THE HOSPITALS**

The Students providing patient care service at the Hospitals shall be at all times under the control and supervision of authorized staff. Notwithstanding any other provision of this Agreement, in the event if any Student is found liable to any person for any loss, damage or injury sustained as a result of his / her actions, then the student will be liable for strict action and the cost of the damage or deficit if any will be borne by the student.

## **7. USE OF THE FACILITIES/ACCOMMODATION**

- 7.1 The Students shall be allowed to use the facilities of the Hospitals only with prior permission from the Officer appointed by MLDMHI for the purpose of teaching and training under the Programme which may include books, appliances, etc. Any loss or damage, regardless of being intentional or unintentional shall be duly reimbursed by the Students.
- 7.2 MLDMHI shall provide accommodation to the Students, and that shall include basic necessities which shall include but not be limited to fans, study lights, electricity, water and other facilities which MLDMHI deems fit and necessary for the convenience of the Students.
- 7.3 Clinical instructors at MLDMHI will act as wardens or facilitators in the event of the Students have any difficulties whilst occupying their hostel and/or as means for the Students to channel any of their concerns or complaints.
- 7.4 MLDMHI shall ensure the accommodation is safe and clean for the Students to occupy and ensure the safety and security of the Students at all times within MLDMHI's premises.
- 7.5 CUCMS will explicitly instruct the Students to inform the authorised personnel at MLDMHI and seek permission to leave the premises of MLDMHI for purchase of food, stationary or any other items not mentioned herein.
- 7.6 CUCMS will explicitly instruct the Students to attend the prescribed health camps organized by MLDMHI during the training period.

## **8. JOINT COMMITTEE**

The Parties shall establish a **joint committee** which shall be chaired by an appointed representative of MLDMHI and CUCMS. The Joint Committee shall be responsible for making all decisions relating to matters of policy in implementing this Agreement and to carry out and give effect to these decisions in so far as the decisions relate to the administration of the teaching, training and discipline of the Student undergoing such teaching and the clinical and practical training.

## **9. MLDMHI'S RESPONSIBILITIES AND REPRESENTATIONS**

- 9.1 MLDMHI represents and warrants to CUCMS that they have the power, capacity and authority to enter into, exercise their rights and lawfully perform and comply with their undertakings and obligations under this Agreement.
- 9.2 MLDMHI represents and warrants to CUCMS all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary approval, consents or making of any filing or registration) in order to enable MLDMHI to lawfully enter into, exercise their rights and perform and comply

with their undertakings and obligations under this Agreement and to ensure that those undertakings and obligations are legally binding and enforceable have been taken, fulfilled and done.

- 9.3 MLDMHI represents and warrants to CUCMS that all information represented and warrant during discussion process are accurate and as prima facie evidence of their fitness to conduct the Programme under the terms of this Agreement.
- 9.4 MLDMHI represents and warrants to CUCMS that at the date of execution of this Agreement they have no outstanding charges, fines and/or penalties for any wrongdoings and shall undertake to keep CUCMS duly informed in writing during the term of this Agreement if MLDMHI is being charged, fines and/or penalties for any wrongdoings.
- 9.5 MLDMHI undertakes to the quality control, academic standards and learning outcome of the Programme is maintained at all times in accordance with the conditions stipulated under this Agreement.
- 9.6 MLDMHI agrees apart from the agreed Fees under Clause 3 of this Agreement, CUCMS shall not be made responsible for any other operating costs and capital expenditure of the Programme.
- 9.7 MLDMHI agrees to provide the logistics for and incidental items relating to the conduct of the Programme.
- 9.8 MLDMHI shall ensure that the Students will be provided with adequate training facilities to undergo the Programme at its premises.
- 9.9 MLDMHI shall be responsible to maintain a proper and a complete practical record of each of the Students undergoing the Programme.
- 9.10 MLDMHI undertakes to inform CUCMS in writing prior to any changes in the ownership or structure of MLDMHI, if any.
- 9.11 MLDMHI shall bear the responsibility in ensuring the safety of the Students at their premises and shall take all the reasonable precaution to safeguard and hold harmless the Students against any risk of danger at all times in its premises.
- 9.12 MLDMHI shall ensure that the Programme will be carried out in the manner specified in Clause 4 of this Agreement.

## **10. CUCMS' RESPONSIBILITIES AND REPRESENTATION**

- 10.1 CUCMS represents and warrants to MLDMHI that they have the power, capacity and authority to enter into, exercise their rights and lawfully perform and comply with their undertakings and obligations under this Agreement.
- 10.2 CUCMS represents and warrants to MLDMHI all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary approval, consents or making of any filing or registration) in order to enable the

MLDMHI to lawfully enter into, exercise their rights and perform and comply with their undertakings and obligations under this Agreement and to ensure that those undertakings and obligations are legally binding and enforceable have been taken, fulfilled and done.

- 10.3 CUCMS represents and warrants to MLDMHI that all information represented and warrant during discussion process are accurate and as prima facie evidence of their fitness to participate in the Programme under the terms of this Agreement.
- 10.4 CUCMS represents and warrants to MLDMHI that at the date of execution of this Agreement they have no outstanding charges, fines and/or penalties for any wrong doings and shall undertake to keep MLDMHI duly informed in writing during the term of this Agreement if CUCMS is being charged, fines and/or penalties for any wrong doings.
- 10.5 CUCMS may at its sole discretion screen and approve the list of the Students to undergo the Programme at MLDMHI
- 10.6 CUCMS shall supply and make available to MLDMHI the list of the Students and its particulars upon their enrolment into the Programme. CUCMS shall also submit medical certificate from an authorized medical practitioner, treatment being undertaken by any candidate for any ailment (physical or mental) along with recent investigation reports and insurance papers.
- 10.7 CUCMS may designate and authorise its representative who shall be made available at all reasonable times to liaise with MLDMHI and to conduct, monitor and review the process on behalf of CUCMS to ensure that the Programme is maintained at all times in accordance with the terms and conditions stipulated in this Agreement.
- 10.8 CUCMS undertakes to inform MLDMHI in writing prior to any changes in the ownership or structure of MLDMHI, if any.
- 10.9 All the papers/project reports/presentations/publications arising out of the efforts of both the parties will be considered as a joint property of both the institutes and CUCMS will give due acknowledgement of the contribution given by each party.

## **11. TERMINATION**

- 11.1 The Parties agree that this Agreement shall be terminated by mutual agreement by giving not less than three (3) months prior notice in writing to the other Party.



11.2 Notwithstanding clause 11.1 mentioned above, this Agreement shall be terminated by either of the Parties on the occurrence of any of the following events:

11.2.1 If either of the Parties shall commit any breach of contract, or any of its obligations representations and undertakings under this Agreement and shall fail to remedy such breach (if capable of remedy) within thirty (30) calendar days after been given written notice by the other Party, and/or

11.2.2 If either of the Parties shall go into liquidation, whether compulsory or voluntary; and/or

11.2.3 If an administrator or an administrative receiver or manager is appointed over any part of the assets or undertakings of either of the Parties and/or

11.2.4 If either of the Parties is convicted for any criminal offence which materially affect the conduct of the obligations of the Party under this Agreement or the reputation of the Parties; and/or

11.2.5 If either of the Parties has any of its licenses required by each Party to carry out its obligations pursuant to this Agreement, been revoked by the appropriate authority or any other authority, directly or indirectly related to the conduct of its business; and/or

11.2.6 If either of the Parties shall cease or threaten to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation.

11.3 Notwithstanding any of the clauses mentioned herein a Party may terminate this Agreement without assigning any reason by giving not less than three (3) months prior notice in writing to the other Party.

## **12. CONSEQUENCES OF TERMINATION**

12.1 Each Party acknowledges and agrees that:

12.1.1 MLDMHI shall have the on-going obligation to deliver the Programme until all the Students complete or cease enrolment in the said Programme;

12.1.2 In the event of termination of this Agreement (for whatever reason) both the Parties must use their best endeavours to achieve the following priority actions:

(i) MLDMHI will offer each of the Students the opportunity to complete the Programme,

(ii) In the event of the Students remaining enrolled in the Programme pursuant to Clause 12.1.2(i), the effective date of termination of

this Agreement shall be the date when all currently enrolled Students complete or cease to undertake the Programme in which the Student is enrolled.

- 12.2 If this Agreement is terminated by CUCMS pursuant to Clause 11.3 of this Agreement, CUCMS shall not be made liable to MLDMHI in any way whatsoever.
- 12.3 If this Agreement is terminated by MLDMHI pursuant to Clause 11.3 of this Agreement, MLDMHI shall not be made liable to CUCMS in any way whatsoever.
- 12.4 Notwithstanding the provisions as provided in the Clause 12 and Clause 14.2 of this Agreement, and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligations to the other under this Agreement

### **13. ARBITRATIONS**

- 13.1 If any dispute or difference shall arise between the Parties hereto on any clause, matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this agreement or the rights, duties or liabilities of any Party arising hereunder which cannot be resolved amicably, the dispute or difference shall be referred to the Arbitrator, with the consent of both the Parties to this agreement. And such a reference shall be deemed to be a submission for arbitration in accordance with and subject to the provisions of The Arbitration and Conciliation Act, 1996, enacted by Government of India in consonance with the UNCITRAL Arbitration Rules as applied by the Regional Centre for Arbitration. The Arbitrator so appointed will be a person within the territorial jurisdiction in Palghar City, Maharashtra, India. The arbitration sittings and making of the award will take place only in India. The fees for the entire procedure will be equally divided amongst the two parties.
- 13.2 The decision of the arbitrator shall be final and binding on both the Parties.

### **14. CONFIDENTIALITY**

- 14.1 The Parties shall observe the confidentiality and secrecy of the documents, information and data received during the Agreement Period and shall not at any time communicate to any person, body or entity, any confidential document or information disclosed to him for the purpose of this Agreement or cause to be made or any press statement or otherwise relating to this Agreement or publish or cause to be published any material whatsoever relating to this Agreement without the prior written approval of the other Party. In the event of termination of this Agreement, the Parties agree that the provision of this clause shall continue to apply.

14.2 All obligations imposed under this Clause 14 shall survive the determination of this Agreement.

## 15. FORCE MAJEURE

15.1 Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean; war (whether declared or not), hostilities, invasion, act of foreign enemies, insurrection, revolution, rebellion, military or usurped power, civil war acts of terrorism; natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions; nuclear explosion, radioactive or chemical contaminations or radiation; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and riot, commotion or disorder, unless solely restricted to employees of the Company or its personnel, servants or agents.

15.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof) the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.

15.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement be terminated upon mutual agreement.

## 16. WAIVER

Failure by any Party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or any other provision of this Agreement or as a waiver of any right under this Agreement.

## 17. AUTHORISED REPRESENTATIVE

17.1 If anything is required to be done, or any document is required to be executed, under this Agreement on behalf of MLDMHI, the same may be done or executed by an officer of MLDMHI who has been authorised in writing by MLDMHI.

- 17.2 If anything is required to be done or any document is required to be executed under this Agreement by CUCMS, the same may be done by a member of CUCMS staff who is authorised in writing to do the same on behalf of CUCMS.

**18. INDEMNITY**

- 18.1 MLDMHI shall indemnify and keep indemnified CUCMS from and against all actions, suits, claim or demands proceedings, losses, damages, compensations, costs (legal costs) charges and expenses whatsoever to which CUCMS shall or may be or become liable in respect of or arising from any specific default caused by MLDMHI.

- 18.2 CUCMS shall indemnify and keep indemnified MLDMHI from and against all actions, suits, claim or demands proceedings, losses, damages, compensations, costs (legal costs) charges and expenses whatsoever to which MLDMHI shall or may be or become liable in respect of or arising due to any act of the Students or any specific default by CUCMS.

The obligations under the above-mentioned clauses shall survive notwithstanding the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

**19. VARIATION OF THE AGREEMENT**

This Agreement may, from time to time, be varied by the execution of a supplementary agreement between the Parties, if the Parties have agreed to such variation after consultation between themselves, and a proposal for such variation may be initiated at the instance of either party to this Agreement. Every supplementary agreement shall be executed by the authorised representative of the Parties hereto.

**20. NO ASSIGNMENT**

No Party will assign any of its rights or liabilities under this Agreement to any person or body without the prior written consent of the other Party.

**21. SUCCESSOR BOUND**

This Agreement shall be binding on the successors in title of the Parties.

## 22. NOTICE

Any notice required by this Agreement to be given by either Party to the other shall be delivered by hand or facsimile or sent by registered post to such other Party at their respective addresses given herein below or such other address as may be notified in writing to the other Party. Any notice sent by hand or facsimile shall be deemed to have been received on the day on which it was sent, and any notice sent by registered post shall be deemed to have been served and received on the third day following the date of posting. If the day on which any notice deemed to be received falls on a Sunday or a public holiday in the jurisdiction in which such notice is being served, such notice shall only be deemed to have been received on the next working day.

If to MLDMHI:

**THE PRINCIPAL**

Dr M L Dhawale Memorial Homeopathic Institute  
Palghar-Boisar Road,  
Palghar, 404404,  
Maharsashtra,  
INDIA

If to CUCMS:

**THE PRESIDENT**

Cyberjaya University College of Medical Sciences  
(CUCMS)  
Persiaran Bestari,  
Cyber 11, 63000 Cyberjaya,  
Selangor Darul Ehsan,  
MALAYSIA

## 23. LAWS APPLICABLE

This Agreement shall be governed by and construed in accordance with the laws of State of Maharashtra and Government of India and the Parties irrevocably submit to the exclusive jurisdiction of the court of India.

## 24. COST OF AGREEMENT AND STAMP DUTY

Each Party shall be responsible for and bear its own solicitors' costs and all costs in respect of any action, which it is required to take hereunder for the execution of this Agreement and anything incidental thereto.

**25. SAVING CLAUSE**

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**26. GOOD FAITH AND INTEGRITY**


With respect to this Agreement, the Parties hereto desire to establish the principle that they shall be just and faithful to each other in all transactions relating to the collaboration efforts and to exercise in utmost good faith and maintain the highest integrity in dealing with each other. The Parties hereby agree to act on a bona fide basis in performing their obligations for the purpose of this Agreement.

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

Signed for and on behalf of  
CYBERJAYA UNIVERSITY COLLEGE )  
of MEDICAL SCIENCES )



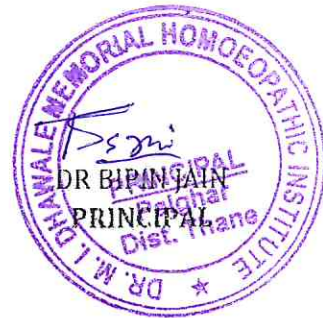
PROF. DATO' DR. MOHAMAD ABDUL RAZAK  
PRESIDENT/CEO

In the presence of



A. Prof. Dr. Ibrahim Usman Mhaisker  
Dean, Faculty of Traditional &  
Complementary Medicine

Signed for and on behalf of  
Dr M L DHAWALE MEMORIAL )  
HOMEOPATHIC INSTITUTE )



In the presence of



Dr. Sachin Junagade  
Vice Principal



# Dr. M. L. DHAWALE MEMORIAL HOMOEOPATHIC INSTITUTE

Opp. S.T. Workshop, Palghar-Boisar Road, Palghar 401 404. • Tel : 02525-256932/33 • Fax : 02525-257019

(Recognized by the Central council of Homoeopathy, New Delhi and  
Maharashtra University of Health Sciences, Nashik)



Our Reference : UOC/FTCM/2022/MoAEXTENSION/DHAWALE (61)  
Date : 30th July 2022

Dr. Bipin Jain  
Principal  
DR.M.L.DHAWALE MEMORIAL HOMEOPATHIC INSTITUTE  
Opp. S. T. Workshop, Paighar-Boisar Road  
Palghar, 401 404, India

Dear Sir,

## EXTENSION OF MEMORANDUM OF AGREEMENT BETWEEN UNIVERSITY OF CYBERJAYA AND DR.M.L.DHAWALE MEMORIAL HOMEOPATHIC INSTITUTE, INDIA

The above matter is referred.

We would like to request for extension of Memorandum of Agreement (MoA) between University of Cyberjaya and Dr. M L Dhawale Memorial Homeopathic Institute which has expired on 7th of May 2022. Due to covid-19, we couldn't send our BHMS students to your institution for clinical training for last two years. However, with the improvement in overall situation of covid-19 globally, we are sending our BHMS students for 5 weeks of training starting from 1st of August 2022 to 3rd of September 2022. So, we would like to extend our MoA up to 31st of December 2022.

Hope you will accept our request to extend the MoA duration for additional six months i.e., from 8th May 2019 to 31st December 2022.

Your cooperation in this regard is highly appreciated.

Thank you.

*"Nurturing the Passion to Care"*

Yours Sincerely,

A.Prof. Dr. Ibrahim Usman Mhasker , M.D ( Hom.)  
Dean  
Faculty of Traditional & Complementary Medicine  
ibrahim@cyberjaya.edu.my

