

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and executed on this day of 1st June 2015 at Bengaluru.

BETWEEN

M S Ramaiah University of Applied Sciences (MSRUAS), a private university established in Karnataka State by Act No: 15 of 2013 and having its administrative office at University House, New BEL Road, M S Ramaiah Nagar, Bangalore, Karnataka 560 054, represented by its Pro-Vice Chancellor, MSRUAS & President of M. S. Ramaiah Advance Learning Centre of the One Part;

AND

M S Ramaiah Medical College (MSRMC), a constituent unit of Gokula Education Foundation (Medical), a public trust under the Indian Trust Act, having its administrative office at M S Ramaiah Nagar, MSRIT Post, Bangalore – 560 054 represented by its Principal & Dean of the Other Part:

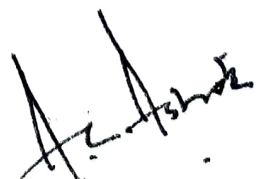
MSRUAS and MSRMC shall, individually, be referred to as “Party” and collectively, as “Parties” as and when context requires.

WITNESSETH

Whereas **MSRUAS** is running a well –established medical and surgical training center namely **M S RAMAIAH ADVANCED LEARNING CENTER (MSRALC)** which has all the required infrastructure and other resources to conduct training in the areas of medical, surgical, cadaveric, tissue bank, skill development lab, simulation lab etc., and has been conducting training to qualified and practicing surgeons and physicians, conducted many courses that are run for under graduate and post graduate students as well as interns within the campus, has conducted Certification Courses in trauma & life support sciences as well as Advanced Cardiac Life support courses and is an AHA recognized institution for this purpose and has also conducted training programs for Nursing staff as well as students.

Whereas MSRMC as a premier Medical College in the Country well known for providing high quality medical education and health care services and is running a teaching Hospital named as **M S RAMAIAH MEDICAL COLLEGE HOSPITAL** and has all the requisite infrastructure and resources to meet the academic, clinical, research needs and standards for running the courses for UG, PG and Post-Doctoral research students in several broad & super-Speciality areas and as a part of the additional and enhanced academic and practical training being provided to the medical students during their course studies so as to create high caliber medical professionals, MSRMC has an arrangement with MSRALC to use its infrastructure, facilities, equipment and other resources vide minutes of meeting dated 31st July 2014.

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WHEREAS both parties are desirous of having an arrangement to meet the training needs of the students of MSRMC and therefore have agreed to enter into an MOU on a Principal to Principal basis and also state the terms and conditions of their understanding in this MOU as follows:

NOW THIS MOU WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Roles and Responsibilities:

1. Pursuant to the understanding MSRALC will provide:

- 1.1 A state of the art facility for training and research and also upgrade the equipment and infrastructure resources as may be required by MSRMC from time to time.
- 1.2 Cadaver surgery & research lab.
- 1.3 Trauma Life support courses.
- 1.4 Tissue bank.
- 1.5 Multimedia Learning Center.
- 1.6 Video-conferencing facility.
- 1.7 Conduct live transmission of Surgical procedures & seminars.
- 1.8 Basic & advanced Medical & Surgical skills training.
- 1.9 Simulated learning with SimMan 3G, Lapmentor, Bronchomentor etc.
- 1.10 MSRUCAS will make available MSRALC services along with all the available infrastructure and supporting manpower viz.
 - a. Surgical skills lab or cadaver lab.
 - b. The Robotic training lab.
 - c. The simulation labs.
 - d. The virtual reality training labs.
 - e. Auditorium with its video conferencing facility etc.
- 1.11 MSRUCAS is wholly responsible for the maintenance and the upkeep of the infrastructure in its center as well as the availability of the support staff and technicians.
- 1.12 MSRUCAS will maintain academic documentation of the training provided, attendance-of the students and faculty of MSRMC and all such details as may be required by MSRMC and provide all such documentation and records to MSRMC in conformity with its requirement.
- 1.13 MSRALC being a training center engaged in conducting various programs and courses for students and medical professionals has further agreed to add and upgrade the required equipment especially in meeting the training needs of the medical students of MSRMC from time to time.

2. Pursuant to the understanding MSRMC will provide:

- 2.1 MSRMC will draw up the schedule for training sessions for both undergraduates and post graduates and all other students and faculty if need be after discussions with the respective HODs and share it with MSRALC in advance for proper

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[Handwritten Signature]

- planning, scheduling and conducting the courses working jointly with the staff and faculty of MSRMC.
- 2.2 MSRMC will make sure that faculty members are available and fulfill the teaching cum training needs of its students for each of these training sessions conducted in MSRALC.
 - 2.3 MSRMC faculty will design the course content and schedule of their CME/Workshops in consultation and concurrence with MSRALC. MSRMC/MSRALC will also invite suitable senior faculty/surgeons from outside the Institution (National or international) in the conduct of the conferences and workshops by MSRALC and further work together in advancing the spread of training and professional development of its students, faculties and all other participants in such seminar, conferences and workshops.
 - 2.4 MSRMC will utilize MSRALC infrastructure whenever required to conduct training programs for students, delegates and members of any other institutions and hospitals, in meeting its skill development and training needs as a provider of medical education.
 - 2.5 MSRMC will also utilize MSRALC infrastructure to meet its needs for research/thesis projects of its students and faculty and all such allied training needs and necessities available with MSRALC from time to time so as to make medical education and imparting practical training comprehensive and inclusive.
3. **Costs and expenses:** The training programmes and all such services mutually rendered by both the parties under this MOU being in the nature of meeting and enhancing the academic and educational training needs of the students and the same is rendered in the pursuit of making them better healthcare professionals and both the parties having a common objective in this regard have further agreed to bear their own transactional costs and expenses for themselves and not to charge each other for the usage of infrastructure, medical equipment and providing other incidental resources during the subsistence of this MOU.
 4. **Amendment / Alteration:** Any amendments to this MOU shall be agreed to by both the parties and shall be in writing.
 5. **Validity:** This MOU is valid for a period of five years from the date of signing and renewable for further periods by mutual consent.
 6. **Termination:** This MOU may be terminated by notice of three months by either party.
 7. **Dispute Resolution:** Any difference/dispute between the two parties in implementing this MOU shall be settled amicably by mutual discussion. If any difference persists then the matter will be referred to the Chief Executive, GEF(M) whose decision shall be final and binding on both the parties.
 8. **Relationship between the Parties:** It is expressly agreed and declared that this MOU and the relationship between the parties does not constitute a partnership, joint venture,

agency or contract of employment between them. Both the parties act and conduct the transactions on a Principle to Principle basis.

9. **Force Majeure:** Any natural calamity, laws of the Govt. or any other extraordinary situation beyond the control of both the parties which affects the implementation of this MOU and the definitive agreement shall be treated and shall be resolved in the best interest of both the parties.

IN WITNESS WHEREOF, THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:



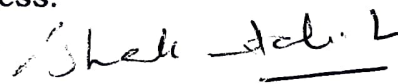
Pro-Vice Chancellor
M. S. Ramaiah University of Applied Sciences
&
President
M. S. Ramaiah Advanced Learning
Centre

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Principal & Dean
M S Ramaiah Medical College

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Witness:

1.  - Dr. Shakuntala
Deputy Director, MJKALC.

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