

## Shri Guru Ram Rai Institute of Medical & Health Sciences College of Nursing

Patel Nagar, Dehradun - 248 001

SGRRU/CON/2023- 3572

30/01/2023

To,

The Registrar SGRR University Dehradun, UK

### Subject: MOU Col ge of Nursing

Respected Sir,

Herewith I am submitting the Original MOU signed between SGRRIM&HS College of Nursing and Nootan College of Nursing (Sankalchand Patel University), Gujarat. Kindly do the needful

1.

Prof. G. Ramalakshmi

Principal

SGRRU College of Nursing

College of Nursing S.G.R.R.I.M.H.S. Patel Nagar, Dehradun



### **INDIA NON JUDICIAL Government of Gujarat**

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DR N SIVASUBRAMANIAN

Article 5(h) Agreement (not otherwise provided for)

Not Applicable

(Zero)

DR N SIVASUBRAMANIAN

Not Applicable

DR N SIVASUBRAMANIAN

300

(Three Hundred only)

DATE 20-01-23







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#### MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

NOOTAN COLLEGE OF NURSING,



# SANKALCHAND PATEL UNIVERSITY

**VISNAGAR, GUJARAT** 

**AND** 

SGRRIMHS COLLEGE OF NURSING



S.G.R.R.I.M.H.S COLLEGE OF **NURSING, DEHRADUN** 

**DEHRADUN** 



#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

#### NOOTAN COLLEGE OF NURSING, SANKALCHAND PATEL UNIVERSITY, VISNAGAR (GUJARAT)

#### AND

#### SGRRIMHS COLLEGE OF NURSING, SHRI GURU RAM RAI UNIVERSITY, DEHRADUN

1.1 This Memorandum of Understanding (MoU) is made and executed at Visnagar 28<sup>th</sup> September2022which is (Bharatiya Calendar Tithi)between NCN, Sankalchand Patel University[SPU] and: S.G.R.R.I.M.H.S. COLLEGE OF NURSING, DEHRADUN (Bharat) (Hereinafter referred as SGRRIMHS CON, Dehradun, the subject shall mean and include its successors and assigns) is affiliated with Shri Guru Ram Rai University, Dehradun.

#### AND

1.2. Nootan College of Nursing, SPU, Visnagar (hereinafter referred as NCN, SPU, Visnagar) is affiliated with Sankalchand Patel University, Visnagar, Mehsana District, Gujarat, Bharat.

SGRRIMHS CON, Dehradun and NCN, SPU Visnagar are referred to individually as a "Party" and collectively as "Parties". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

#### ARTICLE 1: BACKGROUND AND PURPOSE

1. SGRRIMHS, DEHRADUN objective is to provide multi super-specialty care, which is affordable to all and strive for excellence in teaching and research to make the organization number one health care provider in India.

#### AND

1.2.1. Nootan College of Nursing, a constituent institute of Sankalchand Patel University, was established in 2011 to promote nursing education which is a crucial part in the health care delivery system. The program is designed to aid in the progress of research in nursing. Nootan College of Nursing is recognized as one of the best nursing colleges in Gujarat, and is approved by Indian Nursing Council and Gujarat Nursing Council.



- 1.2.2 Sankalchand Patel University is an initiative of Nootan Sarva Vidyalaya Kelavani Mandal (NSVKM). The NSVKM was established in 1952 with the objective of working towards educational and socio-cultural needs for the people of North Gujarat.
- 1.2.3. The SPU emphasises quality research and technological innovation along with the teaching.
- 1.2.4. The vision of SPU is to become a world class University through philanthropic practices.
- 1.2.5. The mission of the University is to serve the society to develop and prosper by building human capital.

#### 2. Purpose

SGRRIMHS CON and NCN, SPU are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students. Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long-term benefits of sharing the knowledge and resources between the institute and establish a strong academic collaboration, by undertaking joint responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration.

#### ARTICLE 2: AREAS OF COLLABORATION

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed activities by and between the parties are as under:

- 1. The Responsibilities and Work for NCN, Visnagar.
- 1.1. Promote and support student(s), faculty(s) exchange programs.
- 1.1.1. Exchange of Academic & Administrative staff and mutual visits to conduct theory and practical classes.
- 1.1.2. Awareness, publicity & accessibility for research activities, programs, Seminar, workshops, conferences and like to be jointly organized.



- 1.1.3. Monitoring, execution and evaluation of parameter/s of research applicability for nation / society / local requirement, incorporation of Bharatiya methodology and references in various programs at institutional level including Ph.D., M.Phil., Post-Graduation, Under Graduation research projects and research methodology program.
- 1.1.4. Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.
- 1.2. To organize national, international events, program at mutually agreed interval.
- 1.3. To provide infrastructure, academic & technical Support in various activities organized by SGRRIMHS CON, subject to availability.
- 1.4. Maintain respect and dignity among other Academic associates of SGRRIMHS CON.
- 1.5. Active participation in associate members' annual meetings organized by SGRRIMHS CON
- 1.6. To recognize SGRRIMHS CON workplace for research including PhD studies and post-doctoral research.
- 1.7. To recognize SGRRIMHS CON as adjunct faculties (Associate Professor, Professor) of the University.
- 2. The responsibilities and work for SGRRIMHS CON
- 2.1. To provide access to knowledge resource centre of SGRRIMHS CON.
- 2.2. To promote student and faculty exchange program for mutually agreed subjects.
- 2.3. To facilitate NCN for academia-academia collaborations at national & international level.
- 2.4. To provide support in conduction of Refresher Courses, Orientation courses, Research methodology programs and faculty development program.
- 2.5. Promotion of Research Activities in common interest area.
- 2.6. Privileged invitation for event(s) / program(s) organized by SGRRIMHS CON (limited number of guests).
- 2.7. Support in execution, monitoring and evaluation process of various research activities.
- 2.8. The facilities for students and faculties at concessional charges.



#### ARTICLE 3: CO-ORDINATION AND NODAL OFFICER

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

#### **ARTICLE 4: SCOPE**

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

#### **ARTICLE 5: DURATION**

This MOU shall be valid after its signature from the date of signing till **for FIVE years**. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions the Parties may agree to make amendment in the MOU.

#### **ARTICLE 6: TERMS**

#### 6.1 Finance

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/organized by both of the parties. The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

#### 6.2 **Assignment**

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

#### 6.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

#### 6.4 Non-Exclusive Discussions



The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

#### 6.5 Confidentiality and Public Announcement

- 6.5.1. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises information in tangible form that:
  - (a) (1) bears a Confidentiality Legend, or
     (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and
  - (b) Discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.
- 6.5.2. Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 2 of this MOU.

#### 6.6. License and Intellectual Property Rights

- 6.6.1. No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.
- 6.6.2. Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

#### 6.7. Conflict of Interest

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.



#### **ARTICLE 7: TERMINATION**

- 7.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.
- 7.2 Survival and binding Nature 7.2.1. Except for Clause 6 (Terms), Cause 7 (Termination) and 9 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.
- 7.2.2. Except as set forth elsewhere in this MOU, Clause 6 (Terms), Cause 7 (Termination), 9 (Dispute Settlement) shall survive the expiry or termination of this MOU.

#### **ARTICLE 8: DISPUTE SETTLEMENT**

#### 8.1. Governing Law and Jurisdiction

- 8.1.1. This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles.
- 8.1.2. All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be Ahmadabad.

#### 8.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

ATEL HSANA No. 1/2017

#### SGRRIMHS CON

ttention of : The Registrar

Address : Shri Guru Ram Rai University, Dehradun

Website: https://www.sgrru.ac.in/

#### If to NCN, SPU

Attention of: The Registrar

Address : S

Sankalchand Patel University, Visnagar, Mehsana District, Gujarat, -384315

(Bharat)

Email: registrar@spu.ac.in, Web

Website: www.spu.ac.in

In witness whereof the parties hereto have signed, sealed and delivered this agreement on 28/09/2022 above written in presence of:

For,

NOOTAN COLLEGE OF NURSING, SANKALCHAND PATEL UNIVERSITY,

**VISNAGAR** 

Name

: Dr.P.K.Pandey

Designation: The Registrar

Sign:

SGRRIMHS COLLEGE OF NURSING, SHRI GURU RAM RAI UNIVERSITY, DEHRADUN

Name

: Dr. Deepak Sahni

Designation: The Registrar

Sign:

Witnessed by:

Name : Dr.N.Sivasubramanian

Designation: Dean, Faculty of Nursing

Sign:

Name : Prof.Ramalakshmi

Designation: Dean, Faculty of Nursing

Sign:

