



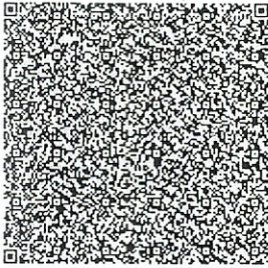
सत्यमेव जयते

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed on this 31st day of October, 2015 at New Delhi.

BETWEEN

JAMIA MILLIA ISLAMIA, Jamia Nagar, Okhla, New Delhi-110025, through its Registrar (Hereinafter referred as 'JMI'), PARTY OF THE FIRST PART.

Statutory Alert:

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AND

JAMIA HAMDARD (Deemed University), Hamdard Nagar, New Delhi-110062, through its Registrar (Hereinafter referred as 'JHU'), PARTY OF THE SECOND PART.

The expressions JMI and JHU shall wherever the context permits mean and include their respective successor, appointees, assignees, etc.

WHEREAS, the JMI is a Central University under an Act of Parliament of India (i.e. Jamia Millia Islamia Act. 1988) and is a body corporate with a perpetual succession and a common seal. It is a Minority Institution under Article 30(1) of the Constitution of India read with section 2(G) of the National Commission for Minority Educational institutions Act and also adjudged in category 'A' by NAAC. The employees, dependents and pensioners of JMI have their medical treatment in parity with CGHS.

AND WHEREAS, JHU a Deemed University is a Minority Institution under Article 30(1) of the Constitution of India. JHU has been adjudged in category 'A' by the National Assessment and Accreditation Council (NAAC) of India. Among various Faculties / Units, JHU has its own teaching Hospital (i.e. Hakeem Abdul Hameed Centenary Hospital) for treatment of indoor and outdoor patients. The basic aim of establishing this Hospital is to provide clinical training to the students studying in Hamdard Institute of Medical Science and Research (HIMSR), Faculty of Unani Medicine and Faculty of Nursing.

AND WHEREAS, the JMI desires to use the medical educational facilities available in the Hospital of JHU for its indoor Dental patients and clinical and bedside training of students of BDS & MDS and has made a request to JHU for allowing use of such medical facilities for JMI patients and students.

AND WHEREAS, for the purpose of synergistically combining the strengths of the two organizations for mutual interest in the field of medical facilities, JHU has agreed to allow JMI to use the available medical education and facilities as available in the Hospital for the Dental patients of JMI for their treatment in the Hospital (i.e. Hakeem Abdul Hameed Centenary Hospital) on the terms and conditions as agreed upon by and between the parties and set out hereunder. These facilities shall amongst others, include Operation Theatres, Post-Operative recovery, indoor wards, ICU facility, Lab investigation facilities, consumables and services of associated medical staff of JHU.



NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That JHU shall admit and provide medical facilities to the indoor Dental patients referred by Faculty of Dentistry, JMI and shall collect the charges directly from the concerned patients as per CGHS rates. Furthermore, JHU will provide healthcare facilities to all employees of JMI who choose to avail such facilities in JHU. All such patients will also be charged at CGHS rates as applicable from time to time. Jamia Hamdard shall earmark at least ten beds at a given time in the Hospital.
2. The Dental patients referred by JMI shall be under overall supervision of the Doctors of Dental Faculty of JMI. JHU shall ensure that the best and timely medical facility, RMOs, Wards and Para Medical Services are extended to the patients for the treatment.
3. During the course of treatment, in case the Dental patients develop any medical complications other than dental problem, the Doctors of the JHU's Hospital will extend their medical services on payment basis to be charged to and collected from the patients as per CGHS rates.
4. During the treatment of patients, the investigations shall be done at the Hospital Labs. and the Hospital shall charge the amount as per CGHS rates.
5. In consultation with the Doctors of JMI, the patients may be referred for higher specialty treatment at any other specialist Hospital in Delhi, if the Hospital determines the patient suitable for such reference.
6. JMI and JHU shall indemnify and hold each other harmless from any damages that either one of them may suffer as a result of claims, demands, losses, costs, or judgments arising out of the acts or omissions of the other of them, its Faculty, its clinical instructors, employees or agents, in the performance of the treatment of the Dental patients. An informed consent to this effect shall be taken from patient/guardian/attendant prior to administering treatment.
7. JMI will not charge any amount towards their consultation, visiting, operations or treatment charges from the JMI patients admitted at the said JHU Hospital nor charge any amount in respect thereof to JHU.



8. The JHU and JMI shall maintain good communication between the two institutions through the Coordinators appointed by the JHU as well as JMI and to consult each other and confer on plans and problems related to JMI Patient Care. JMI and JHU shall both maintain one set each of relevant medico-legal records of JMI patients admitted at the said Hospital.
9. In consideration of above services provided to JMI, the Doctors of JMI will provide chairside teaching/training on Dental subjects to the MBBS students of JHU free of charge at JMI on reciprocal basis.
10. Nothing in this MOU and no action taken by the parties pursuant to this MOU shall constitute, or be deemed to constitute, a partnership between the parties or shall constitute either party as the agent, employee or representative of the other. Nothing in this MOU is meant to create, nor shall it be deemed to create, a joint venture between the parties hereto.
11. The tenure of the present MOU is for a period of five years commencing from 01.11.2015 to 31.10.2020 it may be extended further for a suitable period upon mutual written consent of both the parties. However, this MOU may be terminated by giving 60 days written notice in advance by either side, provided that the JMI patients who may by then have been admitted and are receiving treatment at the said Hospital shall be continued to be treated, despite the notice having been served or the period of notice elapsed till discharge after treatment.
12. This MOU may be amended by an instrument in writing signed by the parties hereto. No change or modification or waiver of any of the terms of this MOU shall be effective unless agreed to in writing and signed by duly authorized officer of each of the parties hereto. Neither party shall have any right or authority to incur any legally binding or other obligation on the part of the other party hereto.
13. In the event of any dispute, difference arising between the parties to this MOU for any reason whatsoever relating to this MOU whether during the subsistence/currency of this MOU or thereafter the parties will endeavor to amicably resolve the same but in case if dispute or differences still remain unresolved, the same shall be referred to a Sole Arbitrator appointed jointly by the Vice Chancellor of JHU and the Vice Chancellor of JMI by mutual consent. The decision of the Arbitrator shall be final and binding upon both the parties concerned. The jurisdiction shall be at Delhi Courts only.



14. JHU and JMI will also constitute a Monitoring Committee for the arrangements made under this MOU.
15. This MOU containing 05 pages each in two copies, each of which has the same authenticity. It shall be effective from the aforementioned date. In consideration of the mutual covenants contained herein above and the terms and conditions of this MOU and in witness whereof both parties have hereinto set their hand and seal on the day and year first above written.

For and on behalf of JMI:

Registrar Shahid Behrat
Jamia Millia Islamia
Maulana Mohammed Ali Jauhar Marg
New Delhi-110025

For and on behalf of JHU

[Signature]
Registrar
Jamia Hamdard
Hamdard Nagar
New Delhi-110062

Witnesses:

1. [Signature]
2. [Signature]
(S-R, 12/11/2017)
Sayin Singh

Witnesses:

1. [Signature]
L.O. Jamia Hamdard
2. [Signature]