

Memorandum of Understanding

Between



**RAK MEDICAL & HEALTH SCIENCES UNIVERSITY
UNITED ARAB EMIRATES**

&

**RAJARAJESHWARI MEDICAL COLLEGE & HOSPITAL
Kambipura, Mysore Road, Bengaluru, Karnataka, India**

A handwritten signature in green ink, appearing to be "S. S. S.", is written over a horizontal line.

**DEAN
Rajarajeshwari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.**

Memorandum of Understanding

Between

RAK Medical & Health Sciences University, UAE

And

**RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL
Kambipura, Mysore Road, Bengaluru, Karnataka, India**

Introduction:

RAK Medical and Health Sciences University (hereinafter referred to as “**RAKMHSU**”) has been set up under the visionary leadership of His Highness Sheikh Saud Bin Saqr Al Qasimi, Supreme Council Member and Ruler of Ras Al Khaimah, and Chancellor of RAKMHSU. RAKMHSU is fully owned and managed by the RAK Government.

The aim of His Highness Sheikh Saud Bin Saqr Al Qasimi, Ruler of Ras Al Khaimah and Supreme Council Member, United Arab Emirates, and Chancellor, RAKMHSU was not just to build schools or colleges, but to lay a foundation for an educational infrastructure, which will serve as a platform for global institutions to provide world class training to the students across the region. His message was clear “we need to encourage excellence in our schools now more than ever”. RAKMHSU has been maintaining an absolute honesty and transparency in its functioning, in addition to relentless marching towards excellence.

RAK Medical & Health Sciences University started as a First Comprehensive Health Science University in UAE in the year 2006. The MBBS Program was introduced in the Academic Year 2006 and Bachelor of Dental Surgery (BDS), Bachelor of Pharmacy (B Pharm) and Bachelor of Nursing (BSN) were added in the year 2007. Further, the Bridge Program for BSN (RN-BSN) was added to our list from the Academic Year 2008-09. It is also a matter of pride for RAKMHSU for being able to be the First in UAE to start two year Masters Programs in Nursing and Pharmacy. Now, in addition to the MS in Adult Health Nursing (MSN) and MS in Clinical Pharmacy, we also have MS in Pediatric Nursing, MS in Community Health Nursing, MS in Psychiatric-Mental Health Nursing, MS in Pharmaceutical Chemistry, MS in Pharmaceutics after due accreditation. All the Undergraduate programs have received the renewal of accreditation from the Commission for Academic Accreditation (CAA), under the Ministry of Education – Higher Education Affairs, UAE.

AND

Rajarajeswari Medical College & Hospital, Kambipura, Mysore Road, Bengaluru, Karnataka, India, hereinafter referred to as “RRMCH” of the Other Part;

Rajarajeswari Medical College & Hospital (RRMCH) is situated at Kambipura, Mysore Road, Bangalore-560 074, atop a Hill in a serene 25 acres campus in the Southwest of

S. S. S.

DEAN

Rajarajeswari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.

Bangalore conducting Graduate and 20 Postgraduate courses in the field of Medicine and Surgery. It has excellent infrastructure and facilities that match the best in the country for learning, and dedicated faculty to create the very best Medical Professionals to the International Standards.



The Medical College has 1,300 bed hospital within the campus which is a multi-speciality tertiary care center which draws patients from all sections of the society. Over the past 8 years, Rajarajeswari Medical College & Hospital (RRMCH) has been actively engaged in modern Medical Research. Rajarajeswari Medical College & Hospital (RRMCH) is an Institutional Member of the International Medical Sciences Academy (IMSA), a global body that aims at enhancing Medical and Healthcare and Medical Educational around the world. The College has entered into a student exchange program with Hamersmith University (UK) and Mayo Clinic (US). The programs of IMSA SUCH AS Seminars, Workshops, Exchange programs, Conference etc., are conducted at Rajarajeswari Medical College & Hospital (RRMCH). Its Chairman Mr. A.C. Shanmugam has been made an Honorary Fellow of IMSA, first of its kind given to a non-medical person for his dedicated contribution in the field of Medical Education. Rajarajeswari Medical College & Hospital (RRMCH) is recognized by Medical Council of India, a Statutory Body of the Indian Government supervising and controlling standards of Medical Education, and also affiliated to Rajiv Gandhi University of Health Sciences, Bangaluru. Apart from the dedicated experienced and learned faculty, the hospital has a team of experts in Medicine and Surgery. The college offers Undergraduate program (Bachelor of Medicine and Surgery) and 20 Postgraduate programs in various specialities at present.

Rajarajeswari Medical College & Hospital (RRMCH) is a Medical College offering degree program in Medicine leading to the award of Degree of Bachelor of Medicine and Surgery (MBBS) and Postgraduate Program in 20 Specialities.

Both **RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL (RRMCH)** and **RAK MEDICAL & HEALTH SCIENCES UNIVERSITY (RAKMHSU)** shall be referred to individually as "the Party" and collectively as "the Parties".

WHEREAS:

- A. Rajarajeswari Medical College & Hospital (RRMCH) and RAK Medical & Health Sciences University (RAKMHSU) are desirous to collaborate in their academic activities.
- B. This MOU sets forth the general understanding reached between Rajarajeswari Medical College & Hospital (RRMCH) and RAK Medical & Health Sciences University (RAKMHSU) and in their recent discussions concerning the academic collaboration.
- C. It is the Parties' intention that the academic collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic collaboration agreement to be entered into between Rajarajeswari Medical College & Hospital (RRMCH) and RAK Medical & Health Sciences University (RAKMHSU).



DEAN
Rajarajeswari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM

Subject to the execution by RRMCH and RAKMHSU of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties, it is the Parties' understanding that RRMCH shall collaborate with RAKMHSU in the areas as set out in Clause 2 for a period of **Five (5) years** (hereinafter referred to as "MOU Period") from the date of signing of this MOU.

This MOU shall continue in force until the expiry of the MOU Period stated in Clause 1.1 above ("MOU Expiry Date") or the execution of formal definitive academic collaboration agreement between the Parties, whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties.

2. PURPOSE and SCOPE of MOU

2.1 The purpose of this MOU is to ensure a mutual understanding of key responsibilities of each Party to promote academic and non-academic exchanges of the following areas:

- Exchange of teaching staff
- Exchange of library or research materials
- Participation and collaboration in scientific events
- Student and staff visit / exchange programme
- Undergraduate and Postgraduate programs
- Research collaboration


2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly subject to Clause 2.1.

3. THE COOPERATION SCHEME

3.1 Exchange of Teaching Staff

Both Parties may cooperate and agree to exchange of teaching staff either on full-time basis or on part-time basis. The cooperation may subject to mutual agreement between both Parties. The details of the expenses of each programme shall be mutually agreed based on the nature of the programme. Unless agreed otherwise in writing by both parties, each party shall bear its own costs and expenses with regards to any exchange programmes between RRMCH and RAKMHSU.




DEAN
Rajarajeswari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.

3.2 Exchange of Library and Research Materials

Both Parties may cooperate and agree to provide and/or exchange scientific publication and research materials between libraries.

3.3 Participation and Collaboration in Scientific Events

Both Parties may cooperate and collaborate wherever possible to extend the information and invitations to the academic and/or non-academic staff to participate in scientific meeting, symposiums, seminars, workshops and conferences.

3.4 Students and Staff Visit /Exchange Programme

Both Parties may cooperate and agree to allow short study tour or Clinical training not exceeding six weeks as a part of the Electives and one-year Internship / Housemanship by students or visits by academic and non-academic staff based on designed program provided by either Party.

For any Clinical training involving the Core courses set within the program, prior approval from the Commission for Academic Accreditation (CAA) shall be taken separately after their visit to the campus.

3.5 Undergraduate and Postgraduate Programs

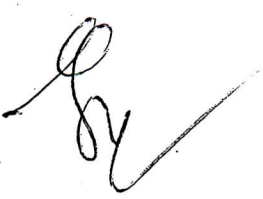
- a) **Student Exchange Programs (SEP)** - Both Parties may cooperate and agree to allow exchange of students to continue their studies in the Undergraduate and Graduate programs as per their respective guidelines and approval from the Commission for Academic Accreditation (CAA).
- b) **Graduate Studies** - Both Parties may cooperate and agree to allow students of either Party for admission to undertake Graduate studies if they meet the prerequisite admission requirements after due approval from the Commission for Academic Accreditation (CAA)


3.6 Research Collaboration

Both Parties may cooperate and agree to allow joint research in the field of mutual interest. Both Parties may assist each other in time of shortfall in providing relevant materials and use of equipment required for research.

4. FINANCIAL CONSIDERATIONS

The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this Memorandum of Understanding and each Party hereto agree to bear its own costs and expenses unless mutually agreed otherwise by both parties




DEAN
Rajarajeswari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.

5. THE COOPERATION PROCEDURE

5.1 Liaison Personnel

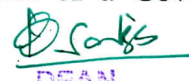
The Liaison Personnel contacts from RRMCH and RAKMHSU may be named and approved by both Parties.

5.2 Cooperation Proposal

The Cooperation Proposal in any form of cooperative activities as per listed in the "The Cooperation Scheme" may be submitted through Liaison Personnel for review and approval. The Cooperation Proposal may contain objective, scope of activities, person responsible, responsibilities of each institution, schedules, benefits in term of financial and non-financial, budgets and sources of financing, and any other terms and conditions deemed necessary for the efficient management of the activity.

6. CONFIDENTIALITY

- 6.1 Each of the Parties to this MOU shall at all times use its best endeavours to keep confidential (and to procure that its respective officers, employees, consultants and agents shall keep confidential) any confidential and Proprietary Information which any Party may acquire from the other Party and/or in relation to the academic collaboration or affairs of the Parties to this MOU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third parties without any obligation to keep confidential.
- 6.2 The Parties to this MOU shall procure that each of its affiliates and associated companies shall use all reasonable endeavours to ensure that the officers, employees, agents and consultants of each of them observe a similar obligation of confidence in favour of the Parties to this MOU.
- 6.3 The obligations imposed upon either Party herein shall not apply to information which:
- (i) is in possession of the receiving Party at the time of disclosure as shown by the receiving Party's use or files and records prior to the time disclosure; or
 - (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this clause on Confidential Information; or
 - (iii) is approved by the disclosing Party, in writing, for release; or
 - (iv) is independently developed by the receiving Party; or
 - (v) is disclosed pursuant to a requirement or request of a Government agency and law but only to the extent so ordered.



DEAN

Rajarajeswari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.

6.4 Nothing in this MOU is intended to grant any rights to the receiving Party under any patent or copyright, nor shall this MOU grant the receiving Party any rights in or to the originating Party's Confidential Information.

6.5 The provisions of this Clause 6 shall survive the termination of this MOU for any reason.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Parties acknowledge and agree that any and all patents, copyright, trade marks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.

7.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 7.1.

7.3 Both parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 7.1 and 7.2 above.

8. SPIRIT OF GOODWILL AND COOPERATION

8.1 The Parties enter into this MOU in a spirit of goodwill and cooperation and will undertake and meet the terms of the MOU in the same manner.

8.2 The Parties acknowledge that they shall, without delay and in good faith, endeavour jointly to relieve any difference arising out of or in connection with this Memorandum shall be amicably resolved by the Parties.

9. TERMINATION

During the validity of this MOU, either Party can terminate this MOU by giving Three (3) months written notice upon the occurrence of any one of the following events:


(a) A major breach by either Party of the confidentiality obligations in Clause 6 and Intellectual Property Rights in Clause 7;

(b) Either Party bringing the other into disrepute;

(c) Irreconcilable differences that affect the spirit of goodwill and cooperation and material operation of services, particularly sharing of intellectual property; or

(d) A series of minor breaches affecting trust and cooperation,

PROVIDED ALWAYS that the confidentiality obligations contained herein shall survive termination.


DEAN
Kamrajeshwari Institute of Nursing Hospital
Kambipura, Mysore Road
Bangalore - 560 074.

10. NO PARTNERSHIP

Nothing in this MOU shall create or be deemed to create, a partnership, joint venture or the relationship of principle and agent, between the Parties, joint venture or the relationship of principal and agent between the Parties.

11. AMENDMENT

Any amendment to this MOU shall only be effective if agreed by both Parties in writing and signed by both Parties.

12. NON-BINDING NATURE

This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MOU.

This MOU will automatically expire on the MOU Expiry Date unless the definitive formal academic collaboration agreement has, in form mutually satisfactory to the Parties hereto, been executed between RRMCH and RAKMHSU, or this MOU has been extended or renewed in writing by both Parties or earlier terminated.

Save and except for Clauses 6 and 7, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail save for any breach of Clause 6 and 7.

13. RETURN OF MATERIALS

Any materials or documents which have been furnished by the disclosing Party to the receiving Party shall be promptly returned, accompanied by all copies of such documentation within thirty (30) days upon termination of this MOU.

14. COSTS AND EXPENSES

If negotiations in respect of the transaction contemplated by this MOU prove abortive for any reason, each of the Parties shall be responsible for paying their own costs and expenses, and any work carried out by either Party under this MOU or otherwise shall be on an at risk basis and neither Party shall be entitled to any payment for, or reimbursement of, any loss of profit, loss of contracts or other cost, loss or expense.



DEAN
Rajarajeswari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.

IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF
the authorized representative of the parties hereunto affixes their signature.

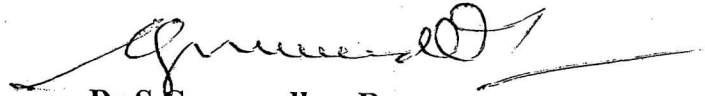
For and on behalf of

Rajarajeswari Medical College
& Hospital,
Kambipura, Bangalore, Karnataka
India

For and on behalf of

RAK Medical & Health Sciences
University,
Ras Al Khaimah, UAE

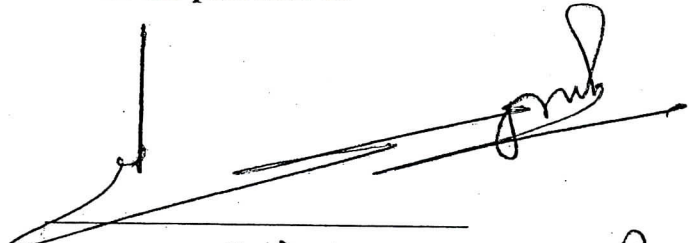
Mr. A.C. SHANMUGAM
Chairman
Rajarajeswari Medical College
& Hospital


Dr. S. Gurumadhva Rao
Vice Chancellor
RAK Medical & Health Sciences University

In the presence of


20/6/2014

In the presence of


C Prof. Debadatta Panigrahi

Date:




DEAN
Rajarajeswari Medical College & Hospital
Kambipura, Mysore Road
Bangalore - 560 074.