

GOVERNMENT MEDICAL COLLEGE & HOSPITAL, CHANDIGARH
(Hospital Building), Sector 32-B, Chandigarh-160 030 Ph. 0172665253-60, Fax No. 0172-2609360)
ACADEMIC BRANCH, e-mail : dpgmch-chd@gmch.gov.in

To

Mr. Ivy C. Tuason
Asstt. Dean, Global Health & Innovations
Associate Prof., College of Graduate Nursing
Western University of Health Sciences, U.S.A.

No.GMCH-TA-II(132)/2019/ 23270

Dated:

20 JUN 2019

Subject: Western University of Health Sciences – College of Graduate Nursing.

Sir

Reference to your email dated 17.03.2019 on the subject cited above

Please find enclosed herewith Memorandum of Understanding by and between Western Universities of Health Sciences, US and Govt. Medical College & Hospital, Sector 32, Chandigarh duly signed by Prof. B.S. Chavan, Director Principal on behalf of the Chandigarh Administration for Nursing students exchange program for your kind consideration and further necessary action in this regard.

D.A. As above

Registrar (Academics)
for Director Principal
GMCH-32, Chandigarh.

Western Univ. of Health Sciences, U.S.

GMCH-32, Chd.

Memorandum of Understanding by and between
Western University of Health Sciences
And
Government Medical College and Hospital

This Memorandum of Understanding ("MOU") is made and entered into this day, April 1, 2019 by and between Western University of Health Sciences (**WESTERNU**) and **GOVERNMENT MEDICAL COLLEGE AND HOSPITAL (GMCH)** for the purpose of achieving the various aims and objectives relating to the development of partnership in academic and research collaboration.

RECITALS

WHEREAS, **WESTERNU** and **GMCH** recognize the benefits to be gained through further cooperative programs that promote sustainable education and scholarly activities, and

WHEREAS, the Parties desire to stimulate and facilitate the development of collaborative and mutually beneficial programs which serve to enhance the intellectual life and cultural development of both institutions, and to contribution to increased cooperation.

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the parties hereto agree as follows:

I. OPERATIVE PROVISIONS

1. **Purpose:** The purpose of this MOU is to provide the framework for any future binding contracts regarding areas of collaboration that may be proposed by either Party including, but not limited to: 1) Joint educational and research activities; 2) Exchange of visiting scholars; 3) Sharing and creation of educational materials and resources; 4) Exchange of graduate students; and 5) Other endeavors as mutually agreed upon.
2. **Future Agreements:** Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of proposed activity, intended outcomes, budget, and responsibility of the Parties including respective departments or individuals. Treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements on a case-by-case basis.
3. **Indemnification/Insurance:** The indemnity and insurance obligations of any future activities and collaborations under this MOU will be mutually determined between the Parties and expressly stated in all subsequent agreements under this MOU.

4. **Funds:** Nothing in this MOU shall obligate either Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized.

II. General Provisions

1. **Term, Renewal, Termination:** The initial term of this MOU shall be five (5) years, commencing on the Effective date stated above, and terminating April 1, 2024. The terms can be extended by mutual written agreement of both Parties. This Agreement may be renewed for successive five-year terms upon the mutual written agreement of the parties made at least ninety (90) days prior to the end of the initial term. If the term of this Agreement is extended for a renewal term, then at least ninety (90) days prior to the end of the extended term, the Parties shall review the Agreement and execute an addendum signifying the review and renewal of the Agreement. This Agreement may be terminated by either party (i) at the end of any term hereunder, (ii) upon not less than ninety (90) days' written notice to the other party, or (iii) at any time during the term hereof in the event of a material breach of this Agreement by the other party, in which case termination shall occur if the breaching party fails to cure such breach within thirty (30) days after written notice of such breach from the non-breaching party.
2. **Non-Discrimination:** The Parties agree not to discriminate on the basis of race, religion, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability, or status as a veteran
3. **Dispute Resolution:** In the event of a dispute between the Parties in the negotiation of the final binding contracts and/or agreements relating to this MOU, a dispute resolution group will convene consisting of the Chief Executives (or designees) of each of the Parties together with one other person independent of the Parties appointed by the Chief Executives. The dispute resolution group may receive for consideration any relevant information concerning the dispute. The Parties agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to accomplish the Purpose of this MOU.
4. **Use of Name:** None of the Parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other Parties for any advertising, marketing, endorsement or any other purposes without the specific

prior written consent of an authorized representative of the other Party as to each such use. GMCH may refer to the affiliation with WESTERN UNIVERSITY OF HEALTH SCIENCES or WESTERNU in public information materials regarding the relevant Program. GMCH may refer to the affiliation with WESTERNU in its brochures and other public information materials having to do with the Program. WESTERNU reserves the right to review and request modification of reference to WESTERNU as necessary.

5. **Independent Contractors:** Each Party is separate and independent, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each Party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective Party are not employees or agents of any other Party.
6. **Non-Exclusivity:** Both Parties agree that this MOU does not restrict, prohibit or otherwise interfere with either Party's ability from entering into similar arrangements with other institutions. It is also agreed this MOU does not otherwise affect the normal policies/procedures to either party's respective process governing application/acceptance of students, international students, and/or visiting scholars.
7. **Notices:** All notices and other communications shall be deemed to have been duly given either at the time of delivery if sent by first class U.S. mail, certified or registered, return receipt requested, or delivered by an independent reputable commercial contract carrier, in either case, addressed to the party at the address indicated below (or such other address as a party may specify by giving written notice thereof):

To WESTERNU:

Office of the Provost
Western University of Health Sciences
309 E. Second St.
Pomona, CA 91766

To GMCH:

Office of the Director Principal
Government Medical College
and Hospital
Sector 32, Chandigarh, PIN
160030, India

Governing Law: This MOU shall be construed in accordance with the laws of the State of California.

8. **Assignment:** Neither Party shall assign, transfer, or attempt to assign or transfer, any right, interest, duty, function or part of this MOU without the prior written

consent of the other Party.

9. **Amendment:** This MOU may be amended or supplemented in writing, through the mutual agreement of both Parties. No change or modification of the terms or provisions of this MOU shall be deemed valid unless set forth in writing and signed by both Parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall be void and of no force or effect.
10. **Waiver:** No failure by any Party to insist upon strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term or condition hereof shall continue in full force and effect with respect to any other existing or subsequently occurring breach.
11. **No Third-Party Benefit:** It is expressly understood and agreed that this MOU is entered into solely for the mutual benefit of the Parties and that no benefits, rights, duties, or obligations are intended or created by this MOU as to third Parties not a signatory to this MOU.
12. **Severability:** If one or more of the provisions of this MOU are declared invalid or unenforceable by judicial, legislative, or administrative authority or competent jurisdiction, then the Parties agree that the invalidity or unenforceability of any of the provision shall not in any way affect the validity or enforceability of any other provision of this MOU, provided that the MOU so modified preserves the basic intent of the Parties.
13. **Headings:** The headings of sections of this MOU have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this MOU.
14. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original.
15. **Authority:** Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this agreement and bind each respective Party.

By their signature below, the following Parties support the goals and objectives of this MOU and agree to the above:

Western University of Health Sciences:

By: Gary M. Gugelchuk
Gary M. Gugelchuk, PhD
Provost/COO

Dated: 3/15, 2019

Government Medical College and Hospital

By: BS Chavan
Professor BS Chavan MD, MAMS
Director Principal

Dated: 12/6/19, 2019