

MEMORANDUM OF UNDERSTANDING

BETWEEN

FORE School of Management, New Delhi, India

AND

**College of Healthcare Management and Economics (CoHME), Gulf Medical
University, Ajman, UAE**

This **MEMORANDUM OF UNDERSTANDING** is made on this Day of August 2024

BETWEEN

FORE School of Management, New Delhi, India, hereafter referred to as "FORE", Adhitam Kendra, B
18, NRPC Colony, Block B, Qutab Institutional Area, New Delhi, Delhi 110016, India, Represented by
Director Prof Subir Verma

and

COLLEGE OF HEALTHCARE MANAGEMENT AND ECONOMICS, GULF MEDICAL UNIVERSITY,
represented by Dean Dr. Moon Moon Haque, hereinafter referred to as "CoHME".

*vetted with small exceptions
at ~~para~~ / Article II and III*

Q. H.
27/8/24

WHEREAS

Both the Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein. That both the parties are willing to cooperate in promotion of teaching, research, and professional activities. They wish to enhance professional opportunities for their faculty, scholars, and staff.

HAVE REACHED AN UNDERSTANDING as follows: -

ARTICLE I **OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations, and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop co-operation between the Parties based on equality and mutual benefit.

ARTICLE II **Scope OF CO-OPERATION**

1. The MoU serves as an umbrella MoU exploring the scope of cooperation/agreement between the parties involved wherein each party will, subject to the laws, rules, regulations, and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - a) Joint certificate/short term courses
 - b) Collaborative professional development
 - c) Support to research activities such as conferences, faculty development program/s, research development program/s.
 - d) Share/exchange Teaching and Research personnel.
 - e) Joint research and publication
 - f) Other activities mutually agreed separately time to time.

2. Specific details of each activity to be carried out under this MoU shall be set out in supplemental letters to this MoU which, upon signing by the representatives of both the parties shall become an integral part of this MoU.
3. To ~~implementing~~ the co-operation in respect to any areas stated in paragraph 1, the Parties hereby enter into this Memorandum of Understanding subject to terms and conditions as mutually agreed upon by the Parties including clauses on "protection of intellectual property rights", "confidentiality", "suspension", and "settlement of disputes" as contained in Annexure A1 of this Memorandum of Understanding.

ARTICLE III

IMPLEMENTATION ARRANGEMENTS

1. There will be separate agreements to the activities involving financial transactions as well as sharing/creating intellectual properties together.
2. Each Party will bear/share costs and expenses in relation to this Memorandum of Understanding.
3. Any information about seminar, symposium, workshop, will be informed ~~within~~ *between* the parties; any publication like journal, magazine etc will be exchanged ~~within~~ *between* both parties.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, ~~express~~ or implied.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing by the appropriate officers of both Parties and will remain in effect for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. A request may be sent by one institution to another to restore the Memorandum either mid-way or near to the expiry of this initially signed document.

ARTICLE VII
NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of PBS or CoHME as the case may be shown below or to such other address or electronic mail address or facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:-

To : Director
FORE School of Management, New Delhi, India
Address: Adhitam Kendra, B 18, NRPC Colony, Block B, Qutab Institutional Area,
New Delhi, Delhi 110016, India

Attn. : Director FORE

Tel :

E-mail: director@fsm.ac.in

To : **College of Healthcare Management and Economics**
Gulf Medical University
Ajman, United Arab Emirates

Attn. : Dean, CoHME
Tel : +971 67030547
E-Mail: cohme@gmu.ac.ae

The foregoing record represents the understandings reached between **FORE School of Management, New Delhi** and **College of Healthcare Management and Economics** upon the matters referred to therein.

Signed by
For and on behalf of the
FORE School of Management

.....

Director, FORE

Dated:

Signed by
For and on behalf of the
College of Healthcare Management and Economics

.....

Moon Moon Haque

Dean CoHME

Dated:

ANNEXURE A1

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. In the event that either Party wishes to use the name, logo and/or official emblem of the other Party for any purposes, including without limitation for the purposes of marketing or recruitment, such Party shall obtain the written consent of the other Party in advance of such use.
3. Each of the Parties shall not publish any marketing material relating to this MOU without the prior written consent of the other Party and undertake that the wording for any marketing materials shall be agreed jointly between the Parties prior to its use.
4. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out :-
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding, unless such information is required to be disclosed by law or any legal or regulatory authority.
2. For purposes of paragraph 1 above, such document, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other document, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding, which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.