

Agreement

on scientific co-operation as Centers of Excellence in Clinical Ethics Consultations

between

Yenepoya University, Mangalore, India
represented by Dr. Raghuvver CV, Registrar, Yenepoya University
Executing Unit: Centre for Ethics Department of Forensic Medicine & Toxicology
Director: Dr. Vina Vaswani MD, M Phil, MA

and the

University Medical Center of Johannes Gutenberg-University Mainz (UMC-Mainz)
represented by its Board of Directors which, in turn, is represented by
Prof. Dr. Ulrich Förstermann, Chief Scientific Officer, Dean
Langenbeckstraße 1, 55131 Mainz, Germany
executing unit: Institute for the History, Philosophy and Ethics of Medicine
Director: Prof. Dr. Norbert W. Paul, MA

In order to promote medical, scholarly and cultural co-operation, the Medical and Dental College of the Yenepoya University in Mangalore, India, and the University Medical Center hereby agree upon co-operating directly as follows:

Article 1

The institutions consider a partnership and co-operation in Excellence in medical research and education with a current focus on clinical ethics. Based on mutual relationships they agree upon cooperative projects in research and education.


Article 2

Joint projects, which will be carried out by the *Working Group on Clinical Ethics, Medical Faculty of the Yenepoya University* and the *Institute for the History, Philosophy and Ethics of Medicine at the University Medical Center of Johannes Gutenberg University Mainz* will focus on research and education, including objectives in the theoretical foundations and methodologies of clinical ethics, practices and quality assurance of clinical ethics consultations and the clinical impact of clinical ethics.

Other Institutes and working groups of both universities are strongly encouraged to develop their own programs in medical research and education, including programs in maxillofacial, dental, and oral medicine, for which the Clinic for Maxillofacial, Dental and Oral Diseases at the University Medical Center of Johannes Gutenberg-University Mainz offers to serve as cooperation partner.

Article 3

The institutions nominate a representative who will co-ordinate and supervise all aspects of co-operation. For the institution in Mangalore, this will be Dr. Vina Vaswani MD, M Phil, MA Organizing Secretary International Indo-German CME on Clinical Ethics Consultation Yenepoya University, Mangalore, for the University Medical Center of Johannes Gutenberg-University Mainz this will be Prof. Dr. Norbert W. Paul, M.A., Director of the Institute for the History, Philosophy and Ethics of Medicine and chair of the Clinical Ethics Committee.


APPROVED
Dr. Vina Vaswani MD, M Phil, MA
Organizing Secretary International Indo-German CME on Clinical Ethics Consultation
Yenepoya University, Mangalore
Yenepoya University
Mangalore- 575 016, Karnataka

Article 4

All partners shall endeavor to promote the following aspects of scholarly and cultural co-operation in accordance with the applicable laws and faculty resolutions.

1. Exchange of visiting teachers and academic staff
2. Exchange of postgraduate students and postdoctoral scholars with the emphasis on short-term stays (2 to 6 months; possibly to be financed by scholarships from sponsoring organisations)
3. Exchange of students
4. Assistance for exchange students in applying for admission and enrolment, in procuring housing/dormitory accommodation, and in procuring internships
5. Exchange of publications, teaching and research programs, and guidelines for the clinical practice.
6. Co-operation in scholarly research, exchange of research findings and publications
7. Mutual invitations to participate in scholarly seminars, lectures, educational programs and clinical ethics consultations as long as legally permitted.
8. Making arrangements for guest professors on short or long term teaching appointments
9. Co-operation in education includes the opportunity for joint excursions and the auditing of clinical ethics consultations with guidance from the host institution.
10. Guests at the respective host institutions will be granted access to research facilities such as libraries, manuscript collections, archives, laboratories, etc.

Special agreements concerning future projects will be negotiated and decided depending upon the availability of equipment and finances in written form. The execution of these agreements will not cause any financial obligations for either side.

Article 5

Results of joint research projects are to be published in Germany and India, however, the preference is to collaboratively publish results in international journals. The German university will be responsible for the publication of results in Germany, and the Yenepoya University will be responsible for the publication of results in India. All publications on the international level have to be signed by all parties. All publications shall be in accordance with the usual academic practices.

Article 6

This agreement will be valid for 5 years after the signature date. It is the intention of both parties to consider extending this contract by the end of the contract term for another period of 5 years by signing an amendment to this contract.

ATTESTED



Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Derlakatte
Mangalore- 575 018, Karnataka

Article 7

Following mutual consultations, the partners may agree upon the inclusion of other international Centers of Excellence. A review and assessment of scholarly and clinical excellence is the pre-condition for the inclusion into the cooperation. In this case, additional partners will have to sign an amendment to this agreement to become equal partners with all rights and duties.

Article 8

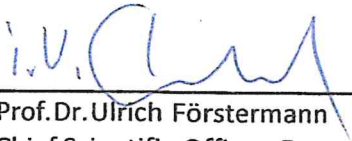
The parties' liability regarding the conduct of this contract is limited to gross negligence and willful misconduct. No party shall be responsible for any lost profits, lost opportunities, or other consequential damages.

If any provision of this Agreement shall be found to be void, invalid or unenforceable, such provision shall be enforced to the maximum extent permissible by applicable law so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. The Parties shall negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

Any changes or additions to this Agreement shall be made in writing. The same applies to any amendment of the clause stipulating the requirement for the written form itself.

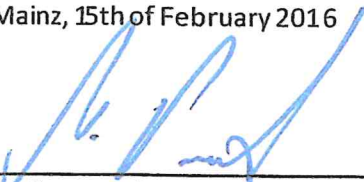
Signed by its duly authorised representatives, this agreement becomes valid on February 15, 2016.

Mainz, 15th of February 2016



Prof. Dr. Ulrich Förstermann
Chief Scientific Officer, Dean,
University Medical Center of the
Johannes Gutenberg-University Mainz,
Germany

Mainz, 15th of February 2016



Prof. Dr. Norbert W. Paul, MA
Director and Chair
Institute for the History, Philosophy
and Ethics of Medicine &
Chair of the Clinical Ethics Committee,
University Medical Center of the
Johannes Gutenberg-University Mainz,
Germany

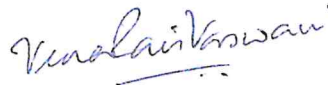
Mangalore, 15th of February 2016



Dr. Raghuvir CV
Registrar,
Professor of Pathology
Yenepoya University, Mangalore, India
Registrar

Yenepoya University
University Road, Deralakatte
Mangalore - 575 018

Mangalore, 15th of February 2016



Dr. Vina Vaswani MD, MPhil, MA
Director, Centre for Ethics
Professor & Head,
Department of Forensic Medicine & Toxicology
Yenepoya University, Mangalore, India

ATTESTED


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