

राजस्थान RAJASTHAN

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Memorandum of Understanding (MoU)

Between

National Institute of Ayurveda, Deemed to be University

(De Novo), Jaipur,

Government of Republic of India

(Here in after referred to as "First Party")

And

University of Rajasthan, Jaipur

(Here in after referred to as "Second Party")

on

THE ESTABLISHMENT OF AN ACADEMIC COLLABORATION IN AYURVEDA

(Here in after referred to as 'Collaboration')

National Institute of Ayurveda (NIA), Jaipur, an autonomous organization under the Ministry of AYUSII, Government of India and Department of Botany, University of Rajasthan, Jaipur (each referred to here in individually as a "Party" and collectively as the Parties") wish to strengthen and further develop cooperation between the Parties for academic &/ or educational activities in Ayush system of medicine, and have agreed to sign a Memorandum of Understanding (MoU) to setup the Collaboration in the field of Ayurveda, prytomedicine, plant biochemistry and plant biotechnology.

Whereas "academic" refers to research, clinical and educational activities; And whereas "educational" refers to medical education, training, competency and capacity building;

The parties HAVE REACHED the following understanding:

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1. SCOPE OF ACTIVITIES

The scope of the parties' activities may include:

- 1.1 Undertaking academic activities in the field of Ayurveda and other above mentioned topics in collaboration with the identified institutions.
- 1.2 Collaborating on research, including study design and execution.
- 1.3. Disseminating results of completed collaborated studies.
- 1.4 Developing evidence based guidelines for integrating Ayurvedic principles and practices with modern medicine.
- 1.5 Conducting lectures, workshops, seminars, and/or conferences and other such activities on Ayurveda/phytomedicine, plant biochemistry and plant biotechnology.
- 1.6 Advocating for safety in the use of Ayurveda, phytomedicine, plant biochemistry and plant biotechnology in the treatment of diseases.
- 1.7 Developing academic standards and courses in accordance with the needs of the institution, end users and stake holders.
- 1.8 Seeking continuous improvement in curriculum development.
- 1.9 Acting as credible source of Ayurveda, phytomedicine, plant biochemistry and plant biotechnology-related information.
- 1.10 Utilizing and, when necessary, exchanging faculty, fellows, post-graduate/doctoral trainees, and clinical staff as determined by the parties on a project-to-project basis.
- 1.11 Co-operate and collaborate to achieve excellence in Ayurveda, phytomedicine, plant biochemistry and plant biotechnology supported with scientific advances, tools and techniques.
- 1.12 Taking other incidental responsibilities pertaining to the above as may be decided by the parties, such as providing practical demonstrations at lab/clinical sites attached to the institution.
- 1.13 Abiding to the terms and conditions of this Collaboration to the extent that they do not come into conflict with each Party's internal policies.
- 1.14 Not with standing the forgoing, each Party understands that all terms and arrangements explicitly governing projects under the Collaboration will be agreed to in separate agreements between the Parties. In the event of any Inconsistencies found between this MoU and a separate agreement under the Collaboration governing the same subject matter as this MoU, the terms of the separate agreement shall supersede the terms herein.

2. RECOGNITION OF THE SPONSORSHIP AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 Any official document published under the Collaboration will be subject to the rules, regulations, policies and procedures of the parties' institutions.
- 2.2 (a) Each party will ensure appropriate protection of Intellectual Property Rights ("IPR") generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and multilateral agreements to which both parties are committed.
- 2.2 (b) In case research is carried out solely and separately by a Party or the research results are obtained through the sole and separate efforts of a Party, any IPR generated from that research will be owned by the concerned Party.

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- 2.2 (c) Any jointly created research results or copy right able materials made by the Parties pursuant to this MoU will be jointly owned in accordance with ICMJE' Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly work in Medical Journals found at http://www.icmje.org/recommendations/. The Parties will work together noted is position of such results.
- 2.2 (d) More specific intellectual property right (IPR)terms will be determined on a case by case basis in separate agreements. Projects under this Collaboration will have different scopes of work and a different IPR maybe generated for each one.

3. CONFIDENTIALITY

- 3.1 "Confidential Information" shall mean any business or proprietary information provided by one Party to the other and clearly identified as "Confidential" by the transmitting Party at the time of disclosure. If such transmittal occurs orally, the transmitting Party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other Party. Not with standing the above, Confidential Information shall also include any information that a reasonable person would conclude is the confidential and proprietary information of the disclosing Party and shall be treated in manner consistent with this Article 3.
- 3.2 In the event that a Party discloses Confidential Information to the other during the Collaboration, the receiving Party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this MoU and to use reasonable efforts to prevent its disclosure to third parties.
- 3.3 The obligations of this MoU shall survive for a period of five (5) years following termination of this MoU.
- 3.4. More specific terms regarding Confidential Information will be determined on a case-bycase basis in separate agreements under this Collaboration.

4. ISSUESRELATINGTO COLLABORATION

A. OBLIGATIONSOFTHEPARTIES

- A 1.The Parties shall collaborate via email, phone calls, video conference or any such other means whenever felt necessary by either Party.
- A 2. Allocation of funding and resources to undertake activities under this MoU will be determined by the Parties one project-to-project basis in separate agreements.
- A 3.Each Party commits to making ad equate facilities available for the purpose of conducting the Collaboration contemplated under this MoU. Such spaces will be available as needed during the period of performance determined by the Parties on a project-to-project basis in separate agreements.

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A 4.The Parties understand that Visiting Scientist Agreements (VSA's) may be required inorder for First Party researchers to undertake research at Second Party.Such VSA's shall be executed as appropriate data later date.

5. OTHERPROVISIONS

- 5.1 The Parties agree to comply with all national, state or local laws, rules and regulations in force, applicable to the min the implementation of this MoU.
- Nothing in the MoU is intended to or should be construed to create a partnership, joint venture or employment relationship or to impose either party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. Neither Party shall have any right or authority to bind, speak for or contract on behalf of the other Party.
 - 5.3 The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that official emblems and logos are not misused.

6. ENTRY IN TO FORCE, DURATION, AMENDMENTS, TERMINATION AND SETTLEMENT OF DISPUTES:

- 6.1 This present MoU shall come into effect from the date of its signature and shall remain in force for a period of three (3) years. Thereafter, it may be renewed each time for a mutually agreed upon time frame by a written instrument signed by both Parties. Not with standing date of signature thereof, the Collaboration will commence on the date of signing of the MoU.
- 6.2 (a) Either Party may request in writing for revision, modification or amendment of all or any part of this Memorandum of Understanding;
- 6.2 (b) Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.2 (c) Such revision, modification or amendment shall come into force with effect from date as maybe determined by the Parties.
- 6.2 (d)Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.
- 6.3 (a) A request for continuation and/or termination of this MoU could be initiated by either party and should so be done through a written notice at least three (3) months prior to the proposed date of expiry.
- 6.3 (b) Any termination of this MoU under the above clause will not operate to prejudice the collaborators engaged at the date of termination in the program.
- Any dispute arising out of the interpretation, applications or implementation, of any provision of this Memorandum of Understanding (MoU) shall first be settled amicably through mutual consultation and/or negotiation between the Parties, failing which it should be resolved through competent Court of Law at Jaipur.

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IN WITNESS WHERE OF, the undersigned, being duly authorized there to by their respective institution/Organization heads or their representatives, have signed this Memorandum of Understanding.

Signed at 2525-in two (2) originals, each in the English and Hindi languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For and on behalf of the

ATVASHI Medalovo) Deemed to be University (De-Novo), Jaipur.

Witness:-मानद विश्वविद्यालय, जयपुर

For and on behalf of the

University of Rajesth Marg, Jaipur.

of Botany of Rajasthan Witness:-

Rekha Professor

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Department of Botany University of Rajasthet. WAIFUR

Professo Department of Botany University of Rajasthan

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