

MEMORANDUM OF UNDERSTANDING

BETWEEN



**REGIONAL AYURVEDA RESEARCH INSTITUTE, GANGTOK
CENTRAL COUNCIL FOR RESEARCH IN AYURVEDIC SCIENCES (CCRAS),
MINISTRY OF AYUSH, GOVERNMENT OF INDIA**

AND



SIKKIM MANIPAL UNIVERSITY, GANGTOK, SIKKIM

FOR

**COOPERATION IN RESEARCH & DEVELOPMENT IN THE FIELD OF AYURVEDA
AND RELATED SCIENCE**

**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
REGIONAL AYURVEDA RESEARCH INSTITUTE
AND
SIKKIM MANIPAL UNIVERSITY**

M.1. This Memorandum of Understanding ("Memorandum") is entered into and executed on Day & Date2021 at Gangtok

between

M.1.1. Regional Ayurveda Research Institute;
under Central Council for Research in Ayurvedic Sciences, Ministry of AYUSH, Govt. of India having its office at 61-65 Institutional Area, opposite 'D' Block Janakpuri, New Delhi-110058, established in the State of North-East Region at Tadung, Gangtok, Sikkim-737102 on 9th June, 1979, represented by Dr Shriprakash, Assistant Director In-charge, which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, executors, successors in interest/ business, and permitted assigns hereinafter referred to as 'RARI-CCRAS' and individually as "first party".

And

M.1.2. Sikkim Manipal University
formerly known as Sikkim Manipal University of Health, Medical and Technological Sciences established in 1995 vide Sikkim Manipal University of Health, Medical and Technological Sciences Act (Act 9 of 1995) is recognized by the University Grants Commission under Section 2(f) of the UGC Act, 1956 vide letter No. F.9-7/96 (CPP - I) dated 9th December, 1998 and approved by the Government of India, is located at 5th Mile, Tadong, Gangtok - 737102, Sikkim, India, represented by Dr. Rajan S. Grewal, Vice Chancellor, which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns hereinafter referred to as "SMU" and individually as "second party".

M.2. PREAMBLE

M.2.1. Whereas, RARI-CCRAS was established for organizing Research in Ayurvedic Sciences and to provide Health Care services in the State of Sikkim. CCRAS, New Delhi is an autonomous body under the Ministry of AYUSH, Govt. of India, is an apex body for undertaking, coordinating, formulating, developing and promoting research on scientific lines in Ayurvedic sciences. The venture pertains to 30 field Institutes /Centers/Units located all over India and also through collaboration with various Universities, Hospitals and Institutes for research and education. The research activities of the Council include Medicinal Plant Research (Medico-ethno Botanical Survey, Pharmacognosy and Tissue Culture), Drug Standardization, Pharmacological Research, Clinical Research, Literary Research & Documentation and Tribal Health Care Research Programme.





M.2.2. Whereas, SMU was established with the objective to support, promote and undertake the advancement of academics , to promote use of ICT and modern education technologies, to encourage research, creation and dissemination of knowledge, to facilitate extension and community service, to empower the people of Sikkim and also to contribute to human development in Northeast to inculcate environmental and social responsibilities among students and employees and to ensure steady growth of the University. The Sikkim Manipal University of Health Medical and Technological Sciences (Amendment) Act 13 of 2009 was passed by the Sikkim Legislative Assembly on 12th December, 2009 and received the assent of the Governor of Sikkim on 22nd day of January, 2010 vide Notification No. 13/LD/P/2010, Dated: 08/04.2010 by Government of Sikkim, the name of Sikkim Manipal University of Health Medical and Technological Sciences was changed to Sikkim Manipal University. It is the first ever Public-Private Partnership in the country for higher education and healthcare services. The University has two campuses: Medical Campus at Upper Tadong and Technological Campus at Majhitar, East Sikkim. All courses run by the University are approved by the regulatory bodies like Medical Council of India (MCI), Nursing Council of India, Indian Association of Physiotherapy, and All India Council for Technical Education (AICTE) and Distance Education Council.

M.2.3.Whereas both RARI-CCRAS and SMU are convinced about the mutual benefit of foregoing programs, now therefore in consideration of the promises and mutual covenants herein after contained, the parties hitherto agree to the following terms and conditions-

M.3. OBJECTIVE OF MoU

M.3.1 The memorandum has, as its collective objective of collaboration and joint- participation for mainstreaming Ayurveda and the fundamentals of Ayurvedic research and development.

M.4. PROPOSED AREAS OF COLLABORATION

M.4.1. The Parties are desirous to enter into research and development agreement, for the purpose of value addition to the existing clinical trial protocols, standardization of formulations and medicinal plants.

M.4.2.The Parties wish to undertake quality control, gap conducted in appropriate settings by qualified and trained personnel of both organizations having a thorough understanding of the essential requirements and issues concerning bioethics and all interventions involving Ayurveda System of Medicine.

M.5. RESPONSIBILITY OF PARTIES

Both the parties henceforth agree to undertake the responsibilities as enumerated herein below:

M.5.1.The RARI_CCRAS agree for collaborative research programs with SMU in mutually identified research areas including technical inputs for development of protocols pertaining to all the collaborative research projects between the Parties only.



M.5.2.The Parties agree to collaborate in Clinical Studies, Medicinal Plants cultivation for extension program, drug formulations and efficacy of drugs, diagnostic methods, literary research, revival and retrieval of Medical Manuscripts/Rare Books, fundamental research and also in other areas of basic medical and allied Sciences.

M.5.3.The Parties shall conduct several joint Workshops/Seminars/Conferences/Trainings, etc. to identify key areas where research work can be intensified.

M.5.4.The Parties may utilize the expertise of each other by scientists exchange program.

M.5.5.The Parties agree that specific terms, conditions and procedural aspects of collaboration including financial implications of either party shall be finalized on mutuality which is inclusive and not limited to various projects and other related cases.

M.5.6.The Parties agree to undertake any other responsibilities assigned during the meeting by joint monitoring and implementation committee, for the purpose of uplifting the core objectives of the Memorandum.

M.5.7 Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of each specific project under this MoU separately.

M.6. MONITORING

M.6.1. The Parties agree to have in place a task force which will also act as Joint Monitoring Committee for the purpose of this MoU.

M.6.2. Joint Monitoring Committee (consisting of three/four members) nominated by RARI-CCRAS (the funding agency) will monitor the project from time to time and will meet to assess the rate of progress and fund utilization allocated to the project. The details of such Monitoring committee should be shared to both parties to this Agreement.

M.6.3. The Task Force shall monitor the collaborative work on a regular basis. It shall oversee and assess the responsibilities and performance of both the Parties and suggest mechanisms to achieve the objectives set up under this Memorandum.

M.6.4. The Joint monitoring committee shall conduct half yearly meetings twice a year as per joint consent of the Parties.

M.7. CONFIDENTIALITY

M.7.1. From the execution date of MoU and THREE (03) years thereafter, RARI-CCRAS and SMU undertake on their behalf and on behalf of their subcontractors/employees/representatives/associates to maintain strict confidentiality and prevent



disclosure thereof, of all the information and data exchanged/generated pertaining to work under this agreement for any purpose. All the above-mentioned information and other related essential information will be shared between the Parties in good faith and shall not be disclosed to any third party or utilized for any gainful objective without the expressed consent of the designated representatives of the both the parties.

M.8. USE OF INTELLECTUAL PROPERTY

M.8.1 The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, will be jointly shared among the parties. The benefit sharing including financial benefit of the research outcome, if any, shall be decided with mutual consensus of the parties by separate agreement..

M.8.2. The patent if necessary, for research outcome will be filed by RARI-CCRAS in the joint names of both the parties and the expenditure will be shared by both the parties.

M.8.3. All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for the purposes covered by the MOU but consent will be obtained from the owner of the property before using it.

M.9. EFFECTIVE DATES AND AMENDMENTS

M.9.1. This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of three (3) years from the date of signing the agreement, and its extension, continuation or otherwise shall be jointly decided by both the parties one month prior to the end of the above period unless earlier terminated. However, the rights and obligations arising from the implementation of the MoU shall survive until the termination of the MoU.

M.9.2. Neither party may assign or transfer all or any portion of this MoU without the prior written consent of the other party.

M.9.3. A separate MoU shall be entered into if there is any additional collaboration with other partners like University, Industry or any other Organization, in conflict with the present MoU.

M.9.4. The provisions of this MoU may only be amended or waived by mutual written agreement by both Parties with a prior notice of at least 30 days.

M.9.5. In the event either of the Parties fails to perform any of its obligations under this MoU, the other Party shall have the right to terminate this MOU and any related agreement, work plan and budget immediately upon written notice of 30 days.

M.9.6. In the event of termination of the agreement, the right and obligations of the Parties thereto shall be settled by mutual discussion. The financial settlement shall take into



consideration not only the expenditure incurred but also the expenditure committed by the Parties hereto.

M.10. DISPUTE RESOLUTION

M.10.1. Both the parties hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute amicably through informal discussions by mutual consultation.

M.10.2. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through Arbitration and Mediation. In case of no resolution by mutual consensus, it shall be referred to arbitration of three arbitrators, one to be appointed by each party and these two arbitrators shall appoint an external third Arbitrator (Umpire) with mutual consensus, who shall preside over the proceedings. The decision of the said arbitrator shall be final and binding on the parties. The place for jurisdiction for any dispute or claim arisen out of the present agreement before a court shall be Gangtok.

M.11. ENTIRETY

M.11.1 This MoU, including all Annexes, embodies the entire and complete understanding and agreement between the parties and no amendment will be effective unless signed by both parties.

The representatives of both Parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above.

FOR and ON BEHALF OF RARI-CCRAS



Dr. Shriprakash,
Assistant Director- Incharge, RARI-CCRAS

सहायक निदेशक (अधीनस्थ), राष्ट्रीय
आयुर्वेद अनुसंधान संस्थान,
क्षेत्रीय आयुर्वेद अनुसंधान संस्थान,
Regional Ayurveda Research Institute
तादोंग, गंगटोक सिक्किम

IN WITNESS WHEREOF, the MoU have been signed in presence of the following

Witnesses:

- 1.
- 2.

FOR and ON BEHALF OF SMU



Dr. Rajan S. Grewal
Vice Chancellor, SMU
Dr. (Lt General) Rajan S. Grewal, AVSM, VSM
Vice Chancellor
Sikkim Manipal University
Tadong, Gangtok (Sikkim)