

MEMORANDUM OF UNDERSTANDING

BETWEEN

MAHATMA GANDHI AYURVED COLLEGE, HOSPITAL, AND RESEARCH CENTER
DATTA MEGHE INSTITUTE OF MEDICAL SCIENCES (Deemed to be University),
WARDHA

AND

NATIONAL INSTITUTE OF AYURVEDA ,AMER ROAD , JAIPUR RAJASTHAN AN
INSTITUTE ESTABLISHED BY MINISTRY OF AYUSH,GOVT. OF INDIA HAVING ITS
REGISTERED OFFICE AT JORAVAR SIGH GATE, AMER ROAD ,JAIPUR 302002

FOR

RESEARCH, TRAINING PROGRAMS, COLLABORATIVE PROGRAMS ON EDUCATION,
FACULTY & STUDENTS EXCHANGE & RESEARCH

Memorandum of understanding Between Mahatma Gandhi Ayurved College, Hospital and Research Center, Swangi Meghe, of Datta Meghe Institute of Medical Sciences (Deemed to be University), Wardha and National Institute of Ayurveda ,Amer Road , Jaipur Rajasthan An Institute Established by Ministry of Ayush, Govt. of India having its Registered Office at Joravar Sigh Gate, Amer Road ,Jaipur 302002

This Memorandum of Understanding (MOU) this "Understanding " is executed on 23rd of the January month of 2018 by and between the Mahatma Gandhi Ayurved College, Hospital and Research Center, Sawangi Meghe, Wardha of Datta Meghe Institute of Medical Sciences (Deemed to be University) established u/s 3 of the UGC Act, 1956 having its Registered Offices at JNMC Campus, Sawagni, Meghe, Wardha-442001, Maharashtra (here in after referred to as "MGAC of DMIMS (DU)" which expression shall, unless repugnant to the subject or context thereof, be deemed to include and mean to its nominees, successors and permitted substitutes or assigns of the ONE PART

with

National Institute of Ayurveda ,Amer Road , Jaipur Rajasthan an Institute Established by Ministry of Ayush, Govt. of India having its Registered Office at Joravar Sigh Gate, Amer Road ,Jaipur 302002 a premier Institute of Ayurvedic Education & Health Care

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Dr. K. S. R. PRASAD
Vice-Dean (PG)
MIGACH & PG

Registrar

Datta Meghe Institute of Medical Sciences
(Deemed to be University)
Sawangi (Meghe) PIN - 442 107

Services, Research in Jaipur Rajasthan (Here in after referred to as "NIA JAIPUR, which expression shall, unless repugnant to the subject or thereof, be deemed to include and mean to its nominees, successors and permitted substitutes or assigns) on another PART either or both of which may be referred to as a "party " or the "parties" respectively as the context demands.

WHERE AS

A. The NIA Jaipur desire to collaborate in the field of intra and interdisciplinary research, Ayurved Medical Education, Panchakarma Ergonomic, Drug Development, Faculty and student exchange Program for the mutual benefit by utilizing the expertise and infrastructure existing in both Institutions.

B. Based on the strengths of the MGAC of DMIMS (DU) and NIA JAIPUR, the MGAC of DMIMS (DU) is desirous of collaborating with NIA JAIPUR, which would provide Education / Research Program/ Faculty & Student Exchange Academic Programs.

MOU is to establish hereby a formed understanding of co-operation and friendship which is intended to have further the academic objective of each institution and to promote better understanding between the faculty and students of MGAC of DMIMS (DU) and the faculty and students of NIA JAIPUR.

Under this memorandum of understanding the two Institutions will proceed to implement the following endeavors and exchanges of materials and personnel.

ARTICLE 1: OBJECTIVE


The parties, subject to the terms of this memorandum of Understanding and the laws, rules, regulations and national from time to time in force, agree to strengthen, promote and develop co-operations in the field of Indian system of medicine (Ayurveda) and inter Disciplinary Medicine between the two Institutions.

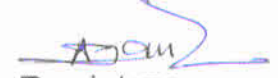
ARTICLE II: AREAS OF CO-OPERATION

Co-operation shall be carried out, subject to availability of funds and the approval of the competent authority of MGAC of DMIMS (DU) and NIA JAIPUR, through such activities or programs as:

Exchange Programs:

- Teachers
- PG Scholars


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Faculty and PG & UG students will be exchanged from both Universities every year for different programs like Workshops, Guest Lectures, Short Time Training Courses, Seminars, Short Term Research Programs and Projects Works etc. As agreed by both Universities from time to time.

Utilization of Research Facilities, Joint Research activities

- Faculty and students of both Universities will be allowed, with prior permission, to utilize the research facilities of the Universities by prescribed nominal fee, both Institutions will facilitate the students & faculty by providing access to facilities, guidance of concerned faculty and research Staff.
- Both will promote and facilitate inter-institutional, interdisciplinary research and collaborative research projects by faculty and students of the institutions. Short term research projects, summer research projects etc will be allowed.

Multi-Centric studies

To provide evidence based clinical research and Multi-center clinical studies will be taken up. Faculty of both Universities will be allowed to projects on collaborative multi-centric studies. Various laboratory facilities, expertise of faculty will be allowed for it.

Continuation of PG/PhD Thesis Activities

Students of both Universities will be allowed to have extension of their dissertation/ thesis activities utilizing facilities and expertise in these institutions.

Online Meetings/ Online Guest Lectures

Innovative Methods, Information Communication & Technology will be used to have better interaction among faculty and students of Universities through online guest Lectures, Group Interactions through Skype etc. will be organized.

Knowledge sharing

Both Universities will share the knowledge through various academic activities, interaction of faculty, students, online discussions etc. They will allow partner Institution to utilize the databases, educational material, case presentations, Practical manuals, dissertations etc.

Curriculum Development

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MGACH & RC, WARDHA (M.S.)

महाराष्ट्र

Registrar
Datta Meghe Institute of Medical Sciences
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Sawangi (Mehar) Dist. Wardha 442 107
Wardha Dist. Maharashtra

- Both Universities will work in this area of Curriculum development by organizing workshops, brain storming sessions, skill development programs, CME programs collaboratively. They will to create better teaching methodology, evaluation methods, feedback methods, multimedia in teaching, and simulated practical for Ayurveda.
- Participation in seminars and academic developments
- Planning Joint International Conferences and Workshops,
- Planning Research Publications in the Journals published by each University
- Implementation of Joint Educational Programs in each University within the identified areas.
- Exchange of academic materials and other information
- The terms of such mutual co-operation and necessary budget for each specific Program and activity that is implemented under the terms of this MoU. Each Institution will designate a Liaison Officer to develop and co-ordinate specific activities or programs.

ARTICLE III: FINANCIAL ARRANGEMENTS


- The financial arrangements to cover expenses for the identified research activities undertaken within the framework of this memorandum of understanding shall be mutually agreed upon by both the parties on a case- by - case basis subject to availability of funds.


ARTICLE IV: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- a) The protection of intellectual property rights shall be enforced in conformity with the national laws, rules regulation.
- b) Not with standing anything in paragraph (a) above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - i. Jointly by the parties or research results obtained through the joint activity effort by 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,
 - iii. The terms and conditions in the execution of the research projects shall be decided on case to case basis.

ARTICLE V: CONFIDENTIALITY

- A. Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other party during the


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period of the implementation of this memorandum of Understanding or any other agreements made pursuant to this memorandum of Understanding.

- B. 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.

ARTICLE VI: SETTLEMENT OF DISPUTES

Any difference or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provision of this memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiation between the parties. In case, the dispute occurred between both the parties and if the same is not resolved through negotiation or by adopting amicable measures, in that case the matter will be settled through arbitration and the arbitrator will be appointed with the mutual consent of both the parties.

ARTICLE VII: ENTRY INTO FORCE, DURATION AND TERMINATION

This understanding shall come into force and take effect from the date first written above and shall be valid for a period of FIVE (5) YEARS and may be renewed thereafter by the parties upon mutual consent.

This understanding may be terminated by either party by providing 90 (ninety days) written notice to the other party before the beginning of academic year, and the termination would be effective at the end of the notice period.

And the termination of the Understanding shall be on the understanding that students/faculty who have already enrolled in any of the courses/research programs as at the time of termination shall remain entitled to complete their respective courses/research programs and be eligible to appear assessment conducted by the MGAC of DMIMS (DU) and NIA JAIPUR conducted to obtain an award. The obligation of the parties shall continue to be in force during such period, notwithstanding any termination of the understanding.

Now this MOU Witnesses as follows the Roles and Responsibilities of Either party

a) Common Responsibilities

- Both institutes have to provide minimal accommodation for students/ faculty of other institute in their institute on nominal costs.
- Students/ faculty have to pay the prescribed fee for the facilities they have used.

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- Institutions have to facilitate for easy exchange programs and collaborative work. Administrative hurdles to be cleared at higher level by clear transparent methodology.
- Periodic meeting of co-ordinations should be arranged to have collaboration and co-operation among faculty of two universities.
- Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.


b) Roles & Responsibilities of NIA Jaipur and MGAC of DMIMS (DU)

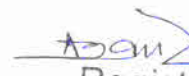
- MGAC of DMIMS (DU) and NIA JAIPUR will facilitate for collaborative activities in teaching, education and research. Both will arrange facilities for conducting activities including in house and visiting members from academic institutes.
- MGAC of DMIMS (DU) and NIA JAIPUR shall also arrange to appoint a Coordinator who shall be available at the Centre where the programs being offered, in order to facilitate proper coordinator between the MGAC of DMIMS (DU) and NIA JAIPUR covering all aspects relating to conduct of training, research and all other activities coming within the ambit of conducting such programs
- All students will be governed by the regulation of respective parent institutions. i.e. MGAC of DMIMS (DU) or NIA JAIPUR, as specific to the course or program offered, which shall be provided by the MGAC of DMIMS(DU) or NIA JAIPUR to the students at the start of the course/ program.
- MGAC of DMIMS (DU) and NIA JAIPUR shall maintain both in physical as well as in an electronic format (wherever possible or available) the details (including academic records) of all students/ faculty enrolled for the programs, and shall provide the same to MGAC of DMIMS (DU) and NIA JAIPUR on request.
- NIA JAIPUR will allow to utilize its facilities for education, teaching and research collaboration, where in the MGAC of DMIMS (DU) will allow the all facilities of the research available at MGAC premises and CRL of DMIMS. From both DMIMS (DU) and NIA JAIPUR faculty will provide guidance time to time.

c) Miscellaneous:


- A Co-ordination Committee consisting of the following will monitor the academic and research programs and all related operational activities.

1. Vice Chancellor- DIMIMS(DU)


Dr. K. S. T. PRASAD
Vice - Dean (P.G.)
MGACH & RC, WARANGAL (M.S)


Registrar
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2. Director NIA Jaipur
3. Registrar - DMIMS (DU)
4. Prof. R.K.Sharma, Chief Coordinator (NAAC)- NIA Jaipur
5. Prof. KSR Prasad, Vice Dean, MGACHRC, Wardha

d) Coordinators of each center

- At DMIMS (DU), the Registrar or Prof. KSR Prasad will oversee the implementation of the memorandum of Understanding.
- At NIA Jaipur, Prof .R.K.Sharma, will oversee the implementation of the memorandum of Understanding.

Any variations or amendment or addition of/ to this Understanding shall be mutually agreed to in writing and executed by or on behalf of each of the parties, the MGAC of DMIMS (DU) and NIA JAIPUR.

This Understanding represents the entire understanding as to the subject matter hereof and supersedes any prior understanding between the parties on the subjects matter hereof.


In witness whereof, the parties hereto have executed this understanding as of the date first above mentioned.

Sealed & signed for and on behalf of

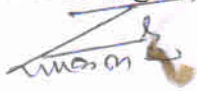
Sealed & Signed for and on behalf of



 Director, NIA Jaipur
 राष्ट्रीय जाड़ि
 जयपुर




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 Registrar
 DMIMS (Deemed to be University)
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 Wardha Dist. Maharashtra
 Seal & Sign of Witness

Seal & Sign of Witness


 Prof. R.K.Sharma,
 Chief Coordinator (NAAC)
 NIA Jaipur


 Prof. KSR Prasad,
 Vice Dean (PG),
 MGACHRC, Wardha
 Dr. K. S. R. PRASAD
 Vice - Dean (PG)
 MGACHRC, WARDHA (M.C)

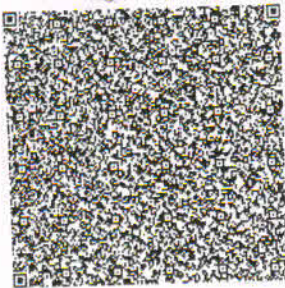


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