MEMORANDUM OF UNDERSTANDING (MoU) Between



Mahatma Gandhi Ayurved College Hospital and Research Center, Salod(H), WARDHA (MAHARASHTRA) AND



Institute of Pharmacy and Research,
Anjangao Bari Road, Badnera, Dist. Amaravati
(MAHARASHTRA)

This MEMORANDUM OF UNDERSTANDING ('MoU') sets out an understanding for co-operation in areas of academic and research collaboration for the staff and students of the Parties (which expression may include the colleges and health care institutions associated with each of them) between:

(1) Mahatma Gandhi Ayurved College Hospital and Research Center, a Constituent Unit of DATTA MEGHE INSTITUTE OF MEDICAL SCIENCES, (DEEMED TO BE UNIVERSITY, WARDHA, MAHARASHTRA, INDIA

Datta Meghe Institute of Medical Sciences (Deemed to be University) was granted the status of Deemed to be University by the University Grants Commission, on 24th May, 2005. The constituent Units of Deemed to be University are located in a 125 acre campus in Sawangi (Meghe), Wardha about 80 kms from Nagpur, Maharashtra, India. In the 3rd cycle of re-accreditation by the NAAC, the University has been re-accredited with "A+" Grade making it a unique Health Sciences University in the County to have such a unique distinction in the year 2017. Subsequently, it was placed in 'Category-I Deemed to be University' as per University Grants Commission (Categorisation of Universities only) for grant of graded autonomy, regulations 2018. The University also received the prestigious Dr. B.C. Roy Award for Institutional Research.

AND

2) Institute of Pharmacy and Research,

Anjangao Bari Road, Badnera, Dist. Amaravati (MAHARASHTRA) Institute of Pharmacy & Research, Shirpur was established with the aim to enhance the quality education in the field of Pharmacy and empower the quality pharmacist so that they serve the society to develop lifesaving drugs. Right from its establishment the institute has maintained the quality with assurance.

Under this Memorandum of Understanding the two parties agrees to collaborate in the following endeavours:

ARTICLE 1: OBJECTIVE

The parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations existing from time to time, agree to promote and develop co-operation and conduct collaborative research in the field of Ayurveda and Interdisciplinary Sciences between the two Institutions.

ARTICLE II: AREAS OF CO-OPERATION

Co-operation shall be carried out;

- 1. Research in the areas like Ethanopharmacology, Safety and Efficacy studies by using various animal.
- 2. Student and faculty exchange.
- 3. Collaborative research projects
- Students training at Dattatraya Ayurved Rasashala (FDA Approved and GMP Certified Unit)
- 5. Students training at Central Preclinical Research Facility

ARTICLE III:

Scientific and technical staff of both the parties and students of DMIMS (DU) will be allowed with prior permission to utilize the research facilities of the institutions by paying prescribed fee, both institutions will facilitate to provide access to facilities, guidance to concerned faculty and research Staff.

ARTICLE IV: FINANCIAL ARRANGEMENTS

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

ARTICLE V

Neither of the Parties shall publish any external advertising and publicity relating to this MoU, any co-operation between them, any of the matters specified in this MoU (including any web-based advertising and publicity), unless the Parties shall both first have agreed in writing the form, content and medium thereof.

ARTICLE VI: PROTECTION OF INTETLECTUAL 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:

- 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 taking into account the contribution made by the faculty member / investigator, with mutually agreed upon terms of the activity undertaken.

ARTICLE VII: 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 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 VIII: 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 arise 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 IX: ENTRY INTO FORCE, DURATION AND TERMINATION

This understanding shall come into force and take effect from the date of signing of this MoU and shall be valid for a period of THREE (3) 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 and the termination would be effective at the end of the notice period.

Signed ...

Dr. Shyam Bhutada

For and on behalf of

Dr. Shyam Bhutada

Mahatma Gandhi Ayurved College Hospital and Research Center

Datta Meghe Institute of Medical Sciences, Wardha H & RC, SALOD(H.), Wardha

Date:

Witness:

Signature

Name & Designation by Onew Omm (0)

Signed ...

Institute of Pharmacy & Research
Institute of Pharmacy and Research,

Anjangao Bari Road, Badnera, Dist. Amaravati (MAHARASHTRA)

Date:

Witness:

Mallani Signature

Name & Designation

(Ms. N.s. Gallani) Lecturer