# NATIONAL INSTITUTE OF UNANI MEDICINE, BENGALURU MOU with University/Sponsoring Body, etc.

Sl. No.	MOU objective	MOU with University/sponsoring body, etc	Date of Signing	Remarks
		National		
1.	Teaching, library, research, development, consultancy, exchange of academic materials and publications, conducting lectures, seminars, conferences, symposiums, short and long term certificate courses, and other program exchanges	Thiruvalluvar University, Vellore, Tamil Nadu, India	31 October, 2020	
2.	Collaborative research, education and training activities, seminar, workshops	Apex Professional University Pasighat, Arunachal Pradesh, India	23 September, 2019	One day workshop on Medical astrology: An integral part of prevention, diagnosis and therapeutics of diseases. Level 1 on 8 January, 2020
3.	Teaching, library, research, development, consultancy, exchange of academic materials and publications, conducting lectures, seminars, conferences, symposiums, short and long term certificate courses, and other program exchanges	All India Institute of Medical Sciences, Raipur, India	07 September, 2020	





### **MEMORANDUM OF UNDERSTANDING**



#### Between

Thiruvalluvar University, Vellore, Tamil Nadu, India.

And

National Institute of Unani Medicine - Bengaluru

For Academic and Research Collaboration

This Memorandum of Understanding (MoU) entered in to on the 31 St. October in the year 2019

#### BETWEEN

Thiruvalluvar University, Vellore, Tamil Nadu, India, represented by the **Prof. Dr. S. THAMARAI SELVI, Vice Chancellor** with its headquarters at Vellore, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

National Institute of Unani Medicine (An Autonomous body under the Ministry of Ayush), Government of India, Kottigepalya, Magadi Main Road, Bengaluru – 560091, India represented by its **Director, Prof.Abdul Wadud,** which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the OTHER PART

Thiruvalluvar University, Vellore, Tamil Nadu, India, and National Institute of Unani Medicine, Bengaluru, will henceforth be referred to as the 'Parties'. Accordingly, the Parties have decided to enter into this MOU for the aforesaid objectives on the terms & conditions as mentioned hereunder.

## **ARTICLE 1 - OBJECTIVE AND SCOPE**

The objective of this MoU is to set out the framework within which NIUM, Bengaluru and Thiruvalluvar University, Vellore, Tamil Nadu, India, will jointly explore and work towards promoting excellence of economic students' knowledge in their subjects as described in the MoU. Each party shall have the right, in its sole discretion, to determine how it will fulfil its obligations hereunder.

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If NIUM Bengaluru and Thiruvalluvar University, Vellore, Tamil Nadu, India, mutually agree to pursue any of objectives and undertakings herein, the terms and conditions for pursuing such objectives shall be documented on case-to-case basis under project documents to be negotiated and finalized between the parties. The projects may relate to the following subjects:

- Undertake joint studies on Unani management of Chronic disorders like industrial lung and skin diseases and other challenging diseases to the modern world,
- Extending access to library and knowledge sharing facilities mutually for both students and faculty in both the institutions.
- Graduate, Post graduate and Doctoral Research project work and training to be carried out at both TVU and NIUM.
- Organizing and participating in Joint symposia / Conferences/ workshops/ Shortterm Refresher courses conducted by both TVU and NIUM
- Short-term and long-term developmental programs on topics of mutual interest
- To share the expertise in plant based phytocompounds isolation, purification and identification for scientific validation.
- Exchange of faculty for guest lectures between TVU and NIUM
- Extending pre-clinical toxicology and pharmacokinetics /clinical and trial facilities/trials for bio – products developed by TVU and NIUM.
- Designing and conducting of Short term and Long term Unani Diploma / certificate course in Unani Regimenal Therapy and Skin & Cosmetology.
- Identifying thrust area for preparing proposal for getting research funds.
- Identifying international funding agencies, short listing thrust areas of research interest and listing out the format of funding agencies

# **ARTICLE 2 - ADMINISTRATION OF MOU**

To achieve the objective of the NIUM Bengaluru and Thiruvalluvar University, Vellore, Tamil Nadu, India. shall set up a Joint Coordination Committee. The JCC may invite any expert to assist its work, if needed



May

Without prejudice to the foregoing, it shall protect the Confidential Information in at least the same manner and to at least the same degree that it protects its own confidential information, but shall in no event, employ less than reasonable degree of care. The Receiving Party further agrees to inform its employees having access to Confidential Information of the obligations hereunder.

1.4 The disclosure of Confidential Information by the Disclosing Party will not create an obligation on either Party to enter into any further agreement or to proceed with any possible relationship or other transaction.

## ARTICLE 5 - VALIDITY

This MOU will come into force upon affixing the signatures of the representatives of the partner institutions and will remain in effect for **Five** years. This MOU may be renewed upon its expiry, with mutual agreement of both the parties.

## **ARTICLE 6 - DISPUTES**

In case any disputes arise in implementing the MoU, these shall be resolved amicably by mutual consultation

## ARTICLE 7 - TERMINATION

Either party may terminate this MOU with due notice of 6 months and cannot be held liable, in anyway whatsoever, if the objectives cannot be achieved in the event of termination, any information gained from either party by way of technical processes, and procedures in any published or verbal format shall be bound by the confidentiality agreement.

## ARTICLE 8 - MISCELLANEOUS

Neither Party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.



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## **ARTICLE 3 - CONFIDENTIALITY**

Both parties agree that information obtained in carrying out the objectives shall be kept confidential. unless decided otherwise with mutual agreement.

# 1. DISCLOSURE, USE AND RESTRICTIONS:

1.1 The Receiving Party shall use the Confidential Information solely in connection with the Purpose identified herein above to explore a potential business relationship between the Parties.

# 1.2 The Receiving Party agrees:

- (a.) to maintain in confidence all Confidential Information of the Disclosing Party and not use such Confidential Information other than as necessary to carry out the Purpose;
- (b.) not to disclose any Confidential Information to any person except the Receiving Party's employees, directors, professional advisors and/or independent contractors who have a need to know for the above stated Purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement;
- (c.) to treat all Confidential Information of Discloser with the same degree of care that the Receiving Party accords its own Confidential Information, but in no case less than reasonable care;
- (d.) to prevent the unauthorized use, dissemination or publication of the Confidential Information;
- (e.) not to copy or reproduce any or all of the Confidential Information except as is reasonably necessary for the Purpose; and
- (f.) not to disclose to any person (other than permitted herein) the fact that Confidential Information has been made available, the contents and existence of this Agreement, that negotiations/discussions are taking place or any terms, conditions and status thereof.
- 1.3 The Receiving Party confirms that it has in place reasonable safeguards against the unauthorized disclosure of the Confidential Information such that it can comply with the provisions of this Agreement and agrees that,

## **ARTICLE 9 — TERMS AND CONDITION**

(g) This MoU may be amended, renewed and terminated with mutual agreement of both the parties at any time.

This MOU signed as hereunder shall be effective from the date of signing '

For National Institute Of Unani Medicine, Bengaluru, india.	For Thiruvallur University, Vellore, Tamilnadu, India.			
Signature: 31/(6)/9 Name: Prof. ABDUL WADUD	Signature: Name: Prof. Dr. S. THAMARAISELVI			
Designation: Director	Designation: Vice Chancellor			
Address: NIUM Kottigepalya, Magadi Main Road Bangalore-560 091 Karnataka, India.  प्राचीय यूनानी विकित्सा संस्थान Seal National Leatistate of Chant Medicine (आयुव प्रश्नास (Winistry of AYUSH) (अस्व प्रश्नास (Winistry of AYUSH)	Address: Thiruvallur University, Serkkadu, Vellore — 632 115. Tamil Nadu, India. THIRUVALLUVAR UNIVERSITY SERKADU, VELLORE - 632 115. Seal  REGISTRAR THIRUVALLUVAR UNIVERSITY VELLORE			
Signature;  Name: Drof ABBUL NASIR ANSA Designation: NIN M Address:  BANG MORE	Signature; Name: De Chulemuddin Sopi Designation: Address: Deft of Jimil Advice NIUM, Baydare			
Dated: 71)				

Place: Bengaluru

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#### INDIA NON JUDICIAL

## Government of Karnataka

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APEX PROFESSIONAL UNIVERSITY

Article 37 Note or Memorandum

MEMORANDUM OF UNDERSTANDING

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NATIONAL INSTITUTE OF UNANI MEDICINE

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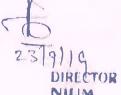




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# **Memorandum of Understanding** Between

National Institute of Unani Medicine, Bangalore



And

**Apex Professional University** Pasighat, Arunachal Pradesh

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  2. The onus of checking the legitimacy is on the users of the certificate.

  3. In case of any discrepancy please inform the Competent Authority.

# MEMORANDUM OF UNDERSTANDING

# BETWEEN



# NATIONAL INSTITUTE OF UNANI MEDICINE BANGALORE

# AND

APEX PROFESSIONAL UNIVERSITY PASIGHAT, ARUNACHAL PRADESH, INDIA

# National Institute of Unani Medicine (NIUM)

National Institute of Unani Medicine (NIUM, Bangalore is an autonomous organization under the Ministry of AYUSH, Government of India established during 2004. This Institute is being developed as a model of post graduate, teaching, training and research in Unani System of Medicine. The campus now houses an Academic Block, Hospital Building, Library, Pharmacy, Administrative Block, Herbal Garden, Animal House, Guest House, Indoor Games Hall, Hostels, Residential Blocks and several other units. The Institute offers post graduate courses in ten disciplines; Moalajat(Medicine), Ilmul Adiva (Pharmacology), Tahaffuzi wa Samaji Tib (Preventive and Social Medicine), Ilmul Qabalat wa Amraze Niswan (Obsterics & Gynaccology), Ilmul Saidla (Pharmacy), Kulliyat (Basic Principles), Ilaj Bit Tadbeer (Regimenal Therapy), Ilmul Jarahat (Surgery), Mahiyatul Amraz (Pathology) and Amraze-e-Jild-wa Tazineeyat (Dermatology & Cosmetics). The Institute has the credit to start Ph.D course from the session 2014-15 in Unani Medicine for the first time in the country. The Institute regularly organizes academic events like CME, Workshops, Seminars and Guest Lecturers by eminent scholars. Faculty members are deputed to various training programmes to update their technical and professional skills. The Institute also collaborates with premier scientific Institutions like Jamia Hamdard, New Delhi, Al-Ameen College of Pharmacy Bangalore to enhance teaching and research standards. The Hospital has an OPD wing and a 180 bed IPD with separate wards for male and female patients. Clinical services are provided to the patients from general and speciality OPDs for skin diseases, GIT and Hepato-Billiary Disorders, Neurological, Psychiatric and Geriatric Care. The hospital also provides the facilities of family planning, nutritional advice for obese, hypertensive, Diabetic patients. The Regimenal Therapy (Ilaj Bit Tadbeer) Centre of the hospital has Massage, Cupping, Leeching and Hammam Unit. rehabilitation Centre caters to the needs of patients suffering from neurological disorders e.g. stroke, myopathy, epilepsy, motor-neuron disease, Parkinsonism, hemiplegia & paraplegia etc. Though the hospital provides Unani treatment it is also equipped with up to the mark Diagnostic Laboratories of Pathology, Biochemistry, Radiology & Ultrasonography. Hospital also Provides health care facilities to socio economically weaker groups at their door steps by regularly organizing health camps.

# Apex Professional University (APU)

Apex Professional University (APU) has been established by the Government of Arunachal Pradesh as a statutory University under the public private partnership (PPP) scheme in accordance with the provisions contained in section 2(f) of University Grant Commission Act, 1956 and empowered to award degrees in terms of Section 22 of UGC Act, 1956. APEX Professional University is also recognized by the Bar Council of India (BCI), National Council for Teacher Education (NCTE), Council of Architecture (COA) and Pharmacy council of India (PCI) for various Degree and Diploma Programmes.

Apex Professional University is a member of the Association of Indian Universities (AIU), ASSOCHAM and Quality Council of India. Forbes Magazine has recognized Apex Professional University (APU) as a "Great Indian Institute-2018" and has been acknowledged as "Best Education Brand-2019" by Economic Times. The University has initiated the process of its accreditation by the National Assessment and Accreditation Council (NAAC).

DIRECTOR

Arunachai Pradesh 23.9.19

Apex Professional University has established an Institute of India Knowledge (IIK) as a Centre of Excellence to research, standardize and validate Ancient Indian Sciences. IIK conducts courses in *Indian System of Architecture* (Vastu Shastra), *Indian System of psychology* (Yogic Sciences) and *Indian System of Healing* (Yoga & Naturopathy) that equips the students to address the issues of the present world in a rationalized manner.

#### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the National Institute of Unani Medicine (NIUM), Bengarulu as First Party and Apex Professional University (APU), Arunachal Pradesh as Second Party for the purpose of Academic Collaboration that will encompass knowledge sharing through collaborative research, conduct of seminars/ workshops/ conferences between the two parties and initiate other academic activities, research and publication.

WHEREAS, this Memorandum of Understanding ("MOU") will establish a mechanism for the Parties to plan and collaborate research and education activities; and

WHEREAS, each party to this MOU recognizes the areas of cooperation which may include, subject to mutual consent, and desirable and feasible activities that would further achieve the goals of each institution.

**NOW THEREFORE,** Both Parties wishing to promote cooperation between the two institutions in education and in academic research, agree as follows:

#### I. OBJECTIVES

The objectives of this MOU are:

- 1. To allow the Parties to plan collaborative research, educational and training activities in the area of mutual interest.
- 2. To make available to public, other researchers and faculty those facts, methods and new findings that are discovered through that research, and to share specialized scientific equipment, physical facilities and support services in ways that will expand and provide a more cost effective research and education for the Parties.
- 3. To generate Funding/ Sponsorship for collaborative research / seminars/ workshops and other academic programs. The expenditure for such programs would be met from the revenue generated. Residual amounts, if any, shall be shared by the institutions equally. The amount collected will be accounted for, by APU.
- 4. To facilitate Exchange programme of students, research scholars and faculty.
- 5. To enhance the capacity of the two universities to carry out relevant research and to secure required external funding for same.

DIRECTOR NIUM Arunachall & Kubankon
Frades 23.9.19

#### II. IMPLEMETATION

- a. National Institute of Unani Medicine and Apex Professional University shall designate a Liaison Officer to develop and coordinate specific activities or programmes. The terms of cooperation for each specific activity implemented under this MoU for collaboration shall be mutually discussed and agreed upon in writing by both universities prior to the initiation of that activity. Any such MoUs entered into, as outlined above, will form appendices to this MoU.
- b. Each party shall continue to remain the sole owner of all materials it contributes in any joint project. The parties will work together to negotiate appropriate licensing terms if required.

#### III.MOU INNON-BINDING

This MOU is not intended by the Parties to be legally binding. Any biding obligations will be subject of later, definitive agreements negotiated between the Parties, Nothing in this MOU is intended to create a legal partnership or joint venture.

## IV. TERM AND TERMINATION

This MoU becomes effective from the day the representative of both institutions affix their signatures below, and will continue for an initial period of three years, whereupon it shall be reviewed and may be extended by mutual written agreement of both institutions. This MoU may be revised through the mutual agreement of both institutions and may be terminated by either party upon giving three months written notice by the presiding officer of the notifying party.

## V. CONFIDENTIALITY

During the term of this MoU both parties shall treat all activities and outputs as confidential and shall not disclose to any person the terms of this MoU or any information or materials supplied or made available in connection herewith without the prior written consent of the other party provided, this provision shall survive termination or expiration of this MoU.

In witness to this agreement, the following individuals appended their signature:

Arunachal Pradesh

For the Apex Professional University

Pasighat, Arunachal Pradesh sional

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Mr. V S Moray Registrar

WITNESS 1. homelingti

CDR. KANWAL SINGH PRIOCHANCELLOR

For National Institute of Unani Medicine, Bangalore

P. Abolul Woolugt DIRECTOR

Date:

WITNESS.

1. July Prof. Hond. Zulkifle]
Depl. of Kulliyat





अखिल भारतीय आयुर्विज्ञान संस्थान ,रायपुर (छत्तीसगढ़) All India Institute of Medical Sciences Raipur (Chhattisgarh) G. E. Road, Tatibandh, Raipur-492 099 (CG) www.aiimsraipur.edu.in

No. AIIMS/RPR/Acad/2020/.2.1.18

Date: 06.10.2020

To

**Director** 

National Institute of Unani Medicine Kottigepalya, Magadi Main Road, Bangalore - 560091

Subject: Regarding MoU between All India Institute of Medical Sciences Raipur and National Institute of Unani Medicine, Bangalore.

## Sir/Madam,

With reference to above subject, Memorandum of Understanding between All India Institute of Medical Sciences (AIIMS) Raipur and National Institute of Unani Medicine, Bangalore has been signed by the Director, AIIMS Raipur and notarized by AIIMS Raipur.

After notarization, a copy of MoU is being sent to you for your reference.

Thanking you

With regards

Dr. S.P. Dhaneria

Dean (Academics)

AIIMS, Raipur

अधिष्ठाता / DEAN

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर All India Institute of Medical Sciences, Raipur रायपुर (छत्तीगसढ)

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1. Director, AIIMS Raipur.

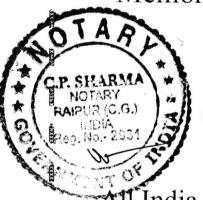
2. Dr. Adnan Mastan, Medical Officer AYUSH (Unani), Department of Unani, AIIMS Raipur.



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Memorandum of Understanding (MoU)



Between



All India Institute of Medical Sciences, Raipur

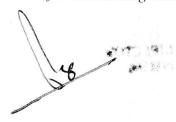
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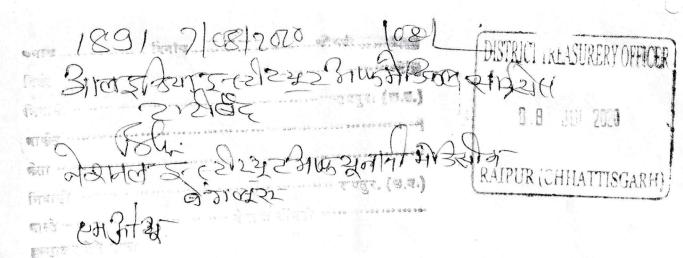
National Instituțe of Unani Medicine, Bangalore

on 7 SEP 2020, 2020

Memorandum of Understanding between NIUM Bangalore and AIIMS Raipur







श्री आती एडं िता सहस्राह (न्हान के कर) राजिसा राजपुर (ठ.ग. मोबा. 98261-95702 98263-73041



आरोग्यम् सुख सम्पदा









# All India Institute of Medical Sciences, Raipur And

# National Institute of Unani Medicine, Bangalore

#### 1.0 Preamble:

This MoU entered into and executed on the ... India Institute of Medical Sciences Raipur (hereinafter called "AIIMS Raipur") and National Institute of Unani Medicine (hereinafter called "NIUM Bangalore").

## 2.0 About AIIMS Raipur:

AIIMS Raipur is one of the six AIIMS like apex healthcare institutes being established by the Ministry of Health & Family Welfare, Government of India under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY). With the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate medical education and training. Vision of AIIMS Raipur is to establish a centre of excellence in medical education, training, health care and research imbued with scientific culture, compassion for the sick and commitment to serve the underserved.

Currently AIIMS Raipur is running courses mentioned below:

- a. Under Graduate Medical Education
- b. Post Graduate Medical Education
- c. Doctoral Courses
- d. Nursing Education

**Dental Education** 

## 3.0 About NIUM Bangalore:

National Institute of Unani Medicine is an Autonomous Organization under the Ministry of AYUSH, Govt. of India. The Institute is affiliated to the Rajiv Gandhi University of Health Sciences, Bangalore. The Institute is running a Hospital with 180 beds, having OPD/IPD blocks, Pharmacy, Academic block, Administrative block, spacious lab, Operation Theatre, Memorandum of Understanding between AIIMS Raipur and NIUM Bangalore

DIRECTOR NIUM

Hamam, Library, Auditorium, etc.. The mission of National Institute of Unani Medicine is to foster excellence in Unani Medical Education, Research and Patient Care.

NIUM Bangalore presently conducts following courses:

- a. Post-graduate courses i.e. Doctor of Medicine in Unani [M.D. (Unani)] in 10 subjects;
- b. Ph. D course in two areas namely Moalejat (Medicine) and Ilmul Advia (Pharmacology) and
- c. The Institute is also likely to start PG and Ph.D course in other subjects as well as UG course in Unani along with Diploma/ Certificate Courses on various subjects.

## 4.0 Purpose of MoU:

This MoU is signed between AIIMS Raipur as First Party and NIUM Bangalore as second party, to achieve excellence in medical education, research and patient care are the common mission areas of both the institutes. The major purpose of this MoU is to establish a fruitful means to exchange knowledge, information and research, and to facilitate and enhance the interaction between two institutes towards common mission of achieving excellence in medical education, research and patient care. The MoU is aimed at facilitating collaboration towards advancement of knowledge and its application in practice on the basis of reciprocity, best effort, mutual benefit and frequent interaction. In this regard, AIIMS Raipur and NIUM Bangalore agree to develop their academic links especially in the field of medical education, patient care and research under the principles of mutual understanding, common interest and mutually complementary activities. It is also understood that the detailed terms and conditions that guide each joint activity will be separately determined and agreed upon by the two institutes through an independent agreement or exchange of letters, if required. However, AIIMS Raipur and NIUM Bangalore agree that they will be free to participate in other projects acting either individually or collectively.

o Scopedi Mou:

AIIMS Raiput and NIUM Bangalore hereby agree to collaborate:

(a) To offer Certificate / Diploma / Post Graduate / PhD Courses or any other short term/ long term training in areas of mutual interest:

HMS Raipur and NIUM Bangalore shall collaborate to conceptualize and develop agenda, course content and modules, organize course and award co-branded certificates

Memorandum of Understanding between AIIMS Raipur and NIUM Bangalore

DIRECTOR

AliMS Raipur

in the areas of mutual interest. The institutions shall jointly agree about the publicity, infrastructure, faculty members, teaching mode target audience and their intake process and the course content in this regard.

- (ii) To offer short term/ long-term training courses in academic / technical areas of interest to various stakeholders: The short term training courses may be conducted in a variety of locations/Institutes as per mutual agreement. AIIMS Raipur and NIUM Bangalore shall jointly agree about the publicity, infrastructure, faculty members, training mode, target audience and their intake process and the course content in this regard.
- b) To jointly Sponsored Research, Academic& Clinical activities:
  - (i) Conduct joint research: Both institutes hereby agree to conduct joint researches for the common interest at regional and national levels to develop more effective methods in ways of applying the relevant knowledge already available for strengthening the National Health care system & its priority areas as well as basic and applied research for advancement of science which includes preparation of proposals and their implementation. The research can be disseminated via case studies, presentations, monographs, academic publications as well as books. The said institutions shall jointly agree about the methodology, individual participation and reporting of results of the particular joint research.
  - (ii) Organize joint seminars, conferences and workshops: NIUM Bangalore and AIIMS Raipur hereby agree to jointly conduct seminars, conferences and workshops, in areas of mutual interest. These events may be organized in NIUM Bangalore or/and AIIMS Raipur or somewhere else, as per the mutual consent of both the institutes.
  - (iii) AIIMS Raipur and NIUM Bangalore agree to utilize their expertise for the development of AYUSH Department in AIIMS Raipur generally and Unani Department in particular so that opportunities for fruitful and effective integrative medical research and education may be created and a collaboration between contemporary medicine and AYUSH systems of medicine especially Unani may be utilized for the benefit of society as a whole.
  - (iv) AIIMS Raipur and NIUM Bangalore further agree to investigate ways of identifying and inviting experts from the other Institutions/organizations to participate in ongoing

Memorandum of Understanding between AIIMS Raipur and NIUM Bangglore



clinical, research & academic activities of mutual interest. It is anticipated that the terms and conditions for such participation would be worked out through mutual agreement between the invited expert member (s) and the organization extending the invitation.

- (v) AIIMS Raipur and NIUM Bangalore shall work towards providing technical and consultancy services for monitoring, evaluation, documentation of process of academic / clinical / research project implementation on mutually agreed terms and conditions. This will be applicable only to projects jointly implemented by both the partner institutions which shall also take the responsibilities of documenting the proceedings and publishing it in form of books by national and international publishers acknowledging copy right and contribution of both the partner institutions.
- (vi) Joint Mobilization of Fund and Grant: AIIMS Raipur and NIUM Bangalore agree towards joint mobilization of grant and fund from different donor agencies identified by both the parties from time to time. This will be done through approaching appropriate donor agencies and Government Departments and following their grant guidelines and application forms for implementing collaborative research and heath care projects, publications, conferences, workshops and seminars.
- c) To publish of Books and Journals:

AIIMS Raipur and NIUM Bangalore agree to mobilize resources and fund to jointly publish books and Journals on the thematic areas of mutual interest. Both the partner institutes agree to respect each other's rights to intellectual property. All background IP used in connection with this MoU shall remain the property of both the partner institutions.

t) To develop reference material, training methods and services:

Both the institutes also agreed to develop methods and materials for training in the fields of mutual interest. AIIMS Raipur and NIUM Bangalore will work together to develop tools, techniques and methodologies for research and evaluation, and also to earry out evaluation of plans, programs and projects in related fields.

e) To Offer Advisory / consultancy services:

AIIMS Raipur and NIUM Bangalore would also collaborate to offer advice /

Memorandum of Understanding between AIIMS Raipur and NIUM Bangalore

DIRECTOR NIUM

AIIMS Raipur

consultancy to external parties on a variety of issues which would be mutually agreed upon. The institutions shall jointly agree about the formulation, delivery and return benefits from the advisory / consultancy services to external parties.

## f) To promote individual contacts:

Both institutes will promote individual contacts among scholars, students and personnel of both the institutions to provide opportunities for both staff and students to use to maximum the expertise and facilities available in both the organizations through training of students / staff and through exchange of thoughts by brain storming sessions / seminars / workshops and meetings. Both the institutes also agree to support the exchange of academic, clinical, research and training material and sharing of academic data, scientific information, intellectual property, articles and publications arising from their joint ventures.

- g) Towards use of logo of both the partner agencies for national workshops, seminars and conferences jointly hosted by these partner agencies shall be allowed.
- h) To encourage any other activities that both the institutions agreed to be on mutual benefit.

## 6.0 General Terms and Conditions:

(d)

- (a) This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.
- (b) The implementation of this MoU shall be within the parameters of the policies, rules and regulations of both the institutions.
- (c) The parties to this MoU may, by mutual consent, add, modify, amend, delete, review or revise any term(s) and condition(s) of this agreement.
  - The parties to this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the other institution, which is classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

This MoU does not obligate either NIUM Bangalore or AIIMS Raipur to provide funds and/or resources from its own or other sources unless agreed to in writing.

The MoU shall remain in force for a period of five years from the date of its signature and seal, and may be terminated by either side by giving a 3 months' notice to that effect in

Memorandum of Understanding between AIIMS Raipur and NIUM Bangalore



writing. However, notwithstanding the notice of the intent to terminate the memorandum, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.

- (g) Once terminated, neither NIUM Bangalore nor AIIMS Raipur will be responsible for any losses, financial or otherwise, which the other institute may suffer. However, while terminating, both the parties shall ensure that all activities in progress be allowed to undergo logical / successful end.
- (h) Extension of MoU: Any extension of this MoU must be formally agreed in writing by the partners of MoU.
- (i) Resolution of Dispute: Should there be a dispute relating to any other aspect of research collaboration and cooperation, the respective Heads / signatories / authorized representatives of the partner organizations will jointly resolve the dispute in spirit of Independence, mutual respect and shared responsibility. However, in case of failure to reach a settlement, the dispute shall be resolved by way of arbitration under the provisions of Indian Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Raipur. The decision will be binding on both the parties. The courts at Raipur shall have the exclusive jurisdiction in case of any dispute between the parties.
- (j) Research Cell: To ensure accountability and speedy implementation of the projects, Research cell of both the Institute will take appropriate steps, so that more numbers of projects can be finalized in time.
- (k) Mutual and separate responsibilities: Both the parties have agreed to the following terms regarding their mutual and separate responsibilities.

Mutual Responsibilities: All logistic support for the joint research, clinical and accommic collaborations will be as per the policy of the both institute. Any other logistic requirement or the mutually identified/ agreed upon specific research project shall be delineated as per the need and provided as per the mutual decision & approval of the competent authority of the respective organizations. It has been agreed to by the parties that the cost of secretarial and clerical personnel, technicians and other scientific support personnel will be borne by the employer of such personnel. However, where mutually advantageous, costs of support personnel may be borne by one organization, which may enter into an agreement with the other, subject to the regulations of each, for the supply of certain services, equipment and other

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recurring demands. The cost related to travel/ lodging of the personnel from either the organizations for the research projects/training shall be borne by the employer of the personnel.

Separate Responsibilities: Specific separate responsibilities of the Institute shall be determined and clearly stated based on the merit of the project undertaken.

Common Responsibilities of both partners and they shall provide:

- i. Guidance for establishment of clinical, academic and research infrastructure as required.
- ii. Training in research to UG and PG students/faculties.
- iii. Guidance and technical support in capturing clinical data in research mode and in a methodical manner.
- iv. Identify, provide technical support to develop specific research protocols to take up specific collaborative research projects as feasible.
- v. Supervision of research, academic and clinical projects.
- vi. To carry out other responsibilities that both the institutions agreed to be on mutual benefit.
- (l) IPR and Publication issues: The investigator or staff employed for the research projects shall not obtain intellectual property rights without prior approval of the either or both Institutes, as applicable. The parties have agreed to consult each other for any publication in respect of the any collaborative projects under this agreement. The contributors from both Institutes will be included as authors or their contribution will be duly acknowledged as per guidelines for authorship at the time of publication of manuscripts.
  - Force Majeure: As agreed by both the parties, neither of them shall be held responsible for non-fulfillment of their respective obligations under this agreement due to exigency of one of more of the events such as but not limited to acts of God, war, flood, earthquake, epidemics, riots, civil commotion and things like that provided that the occurrence and exists ation of any such events, the party affected thereby shall give a notice in writing within 01(one) month of such occurrence or cessation. If conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

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AllMS Raipur

Notices: All notices and other communications required to be served under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to one party by the other party in their registered addresses.

IN WITNESS WHEREOF, THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING AT RAIPUR ON THE DAY, MONTH & YEAR MENTIONED ABOVE.

For and on behalf of NIUM Bangalore

For and on behalf of AIIMS Raipur

Prof. Abdul Wadud Director

National Institute of Unani Medicine

Bangalore, Karnataka

Prof (Dr.) Nitin M Nagarkar AIIMS Raipur, Chhattisgarh 492099 Director & CEO

All India Institute of Medical Sciences

Raipur, CG

Witnesses:

Signature: Ananl War

PROP ABOUL WASIRANS ARI

Designation, HOD,

NIUM Bangalore

Signature:

Name: DY. S.P. DHANE

Designation:

अधिष्ठाता / DEAN

AIIMS Raipur अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर In the Institute of Medical Sciences, Relour

रायपुर (छत्तीगसड)

Raipur (Chhattisgarh)

C. P. SHARMA NOTARY

INDIA

Reg. No.-2931

Memorandum of Understanding between AHMS Raipur and NIUM Bang RAIPUR (C.G.)