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Article 5 Agreement or Memorandum of an agreement

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MEMORANDUM OF UNDERSTANDING

(MoU)

Between

CENTRAL AYURVEDA RESEARCH INSTITUTE (JHANSI)



BUNDELKHAND UNIVERSITY
(JHANSI)





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MEMORANDUM OF UNDERSTANDING BETWEEN CENTRAL AYURVEDA RESEARCH INSTITUTE (JHANSI) AND

BUNDELKHAND UNIVERSITY (JHANSI) FOR FACILITATING COLLABORATIVE RESEARCH

MEMORANDUM OF UNDERSTANDING

This MoU agreed and entered into on this day 18th January 2023 between Central Ayurveda Research Institute, a peripheral institute of Central Council for Research in Ayurvedic Sciences, Ministry of Ayush, Government of India, having its registered office at Gwalior Road, Jhansi (U.P.) 284003 (hereinafter called CARI-JHANSI which expression shall where the context so admits, mean and include its successors, administrators and permitted assigns) of the first part.

And

Bundelkhand University, Jhansi Uttar Pradesh, India (hereinafter called BU which expression shall where the context so admits, mean and include its successors, administrator and permitted assigns) of the second part.

PREAMBLE

Whereas, Central Ayurveda Research Institute, a peripheral institute of the Central Council for Research in Ayurvedic Sciences, Ministry of Ayush, Government of India is actively involved in Medico-ethnobotanical study, Ayurvedic drug manufacturing, Drug standardization in terms of Pharmacognosy, Phytochemistry, Microbiology, and Stability studies.

Whereas, Bundelkhand University (BU) came into existence on August 26, 1975, vide Government of Uttar Pradesh Notification No. 10/15-60/74 under the provision of the U.P. Universities Act. However, though belonging to the younger generation of Indian Universities, Bundelkhand University has fast transformed into a university of excellence offering opportunities to aspiring youths to pursue higher education.

Both parties decided to enter into an MOU where BU has decided to recognize CARI, Jhansi as a Research Institute for conducting Ph.D. courses and to undertake Collaborative research

various aspects of Ayurveda.



1. CARI-JHANSI WILL FACILITATE THE FOLLOWING

- a) Whereas: Scientists of CARI-JHANSI and BU desire to undertake collaborative research in AYUSH and interdisciplinary related areas.
- b) Whereas: Faculty members/scientists of CARI-JHANSI and BU agree to share expertise and facilities on mutually agreed proposed projects including internal research projects.
- c) Whereas: Faculty members/scientists of CARI-JHANSI and BU agree to jointly submit research projects to national funding agencies for extramural funding.
- d) Whereas: Faculty members/scientists of CARI-JHANSI and BU agree to obtain approval from the institutional ethics committee as required by their respective institutions before the commencement of the actual work on research projects (if applicable).
- e) Whereas: Post graduate and Ph.D. students registering with the BU will be allowed to carry out their research work in CARI-JHANSI as per the requirement and approved plan of work on payment basis as per rules of CCRAS.
- f) Whereas: Make available the existing facilities like laboratory, library, workshop, etc. at the CARI JHANSI with applicable charges as per rules of CCRAS to the student for the approved project work.
- g) Whereas: Periodical meeting of the student's supervisors either at the premises of CARI-JHANSI or BU.

2. BU, WILL FACILITATE THE FOLLOWING

Ta) Whereas: The University shall recognize CARI-JHANSI for conducting research work for the award of Post Graduate/Doctoral degrees.

- Whereas: The Scientists and Officers of CARI-JHANSI on their individual merits and in rdance with the University rules and regulations shall be appointed as supervisors/cosupervisors for guiding research.
- c) Whereas: The University shall provide facilities (laboratories, library, etc.) for conducting research work by the researchers/scientists of CARI-JHANSI with charges as applicable as per rules of BU.

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- d) Whereas: Scientists and the researchers at CARI-JHANSI may be allowed to register for doctoral program for the award of Doctoral degree by the University, with the Principal Investigator or Scientist from the CARI-JHANSI or the University in the subject/field as the first choice as the supervisor.
- e) Whereas: BU shall undertake the entire work in respect of CARI-JHANSI candidates including approval of synopsis, acknowledging the submission of the thesis, deciding two examiners from Indian Institutions in the area of the work embodied in the thesis from the list of five experts submitted by the supervisors, dispatch of the thesis to examiners and timely receipt of reports, issue of the provisional certificate and any other work related to proper submission and award of the final degree.
- f) Whereas: No change of Supervisor or co-supervisors shall ordinarily be allowed. Change of supervisor and/or co-supervisor may be allowed in special cases where the research work of the candidate is likely to suffer on account of the supervisor and/or co-supervisor leaving the Institution or on account of his/her death or being unapproachable or when he/she is unwilling to continue to supervise the candidate or any other circumstances necessitating such a change.
- g) Whereas: Candidate seeking registration for the award of Ph.D. degree of BU shall apply on the prescribed application form along with a Comprehensive/Synopsis outlining proposed research and a Certificate from CARI-JHANSI stating that necessary facilities for undertaking proposed research work are available and shall be made available to the candidate on payment basis as per rules. Candidates employed at CARI-JHANSI or elsewhere shall also submit a no-objection certificate from the employer.
- h) Whereas: The BU shall charge a prescribed annual fee from each candidate registered with BU until the time of submission of the Ph.D. thesis. The Annual Fee to the university shall be payable in advance for each commencing year failing which his/her registration may be canceled.

3. GENERAL

a) MODALITIES OF COOPERATION

A Committee comprising three faculties/senior scientists from CARI-JHANSI and BU from O T pespective fields as approved by heads of both Institutes will be responsible for setting up and Sanjay implementing the envisaged academic and research activities. The manner of collaboration in Or. JHANSI and P a g e

specific complementary component of the larger project and in turn obtains access to the total research output of that project.

b) FUNDING SOURCES

Research as imposed on the exchange of material or in relation to other concerned areas imposed by the Indian govt. (as well as) rights of patents shall be enforceable along with all other statutory requirements.

The activities carried out under this MoU will be financially supported by their respective institutions separately and as mentioned by funding agencies permitting joint research.

Student training and Ph.D. fees will be applicable as agreed above between both parties. No Party will be financially liable for any claim or interests towards another party for any activity undertaken under this MoU.

c) JOINT RESPONSIBILITY:

The publication of the research outcomes of any collaborative study will be shared jointly by both the parties/labs/stakeholders, to be coordinated by either CARI, Jhansi or BU, and will be published only after the completion of the project. In no circumstances shall either party publish the research outcomes in its own name without the approval of the other party.

d) PROGRAMME MANAGEMENT

The committee shall meet at least once every year and review the progress of all activities carried out under this Memorandum of Understanding.

This MoU can be amended only by written consent duly signed by the signatories or their successors. The MoU between the said BUNDELKHAND UNIVERSITY, JHANSI and CENTRAL AYURVEDA RESEARCH INSTITUTE, JHANSI will come into force after getting approval from the competent authorities including signatories or their successors. The parties acknowledge and agree to fulfill all requirements and undertake all activities identified under this MoU.

e) LIMITATION OF LIABILITY

No party to Memorandum of Understanding shall accept any liability or responsibility nor O T assert any claim or right or interest against the other party for damage or any loss arising from acrowing undertaken under this Memorandum of Understanding. Intellectual properties rights

undertaken

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as the outcome of collaborative research will be shared between the collaborative researchers from BU and CARI-JHANSI as mutually agreed upon.

D DURATION OF MOU

This MoU becomes effective from the date when signed by both parties and will be valid for five (05) years. This may be extended for a period suited by both parties and will be valid for the parties. The confidentiality maintaining period will be of three years from the date of expiry of MoU. Any party may cease its cooperation under this MoU by providing six months written notice to other party subject to the obligation of completion of the existing assignment.

This MoU is a statement of intent of the parties to cooperate and is not legally binding upon the parties under any circumstances whatsoever. This MoU does not create legally enforceable rights, claim, interests, duties, or obligations in favor of either of the party as against the other party.

g) ARBITRATION: In the event of any dispute or differences between the parties hitherto, such differences shall be resolved amicably by mutual consultation. Where it could not be resolved so, then it shall be referred to arbitration of three arbitrators, one to be appointed by each of the parties. The two arbitrators shall appoint the third arbitrator mutually who shall preside over the proceedings. The decision of the said arbitrators shall be final and binding on both parties. The place of arbitration in any dispute or claim shall be Jhansi.

g) MISCELLANEOUS: This MOU shall be amended or modified by written MOU consent

Toffboth parties.

Dr. G. Babu

Assistant Director In-charge Central Ayurveda Research Institute, Jhansi (Dr.) Mukesh Pandey Vice Chancellor

Bundelkhand University, Jhansi

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Witness Signature:

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