

20

MEMORANDUM OF UNDERSTANDING

BETWEEN

KAHER'S SHRI B M KANKANAWADI AYURVED MAHAVIDYALAYA,

KLE ACADEMY OF HIGHER EDUCATION & RESEARCH,

(DEEMED-TO-BE UNIVERSITY), BELAGAVI, KARNATAKA.

AND

MAHARASHTRA AROGYA MANDAL'S

ALL RESEARCH, CLINICAL, ACADEMIC & PHARMACY UNITS

AS

PARAS (PROGRAM FOR ADVANCED RESEARCH IN AYURVEDA SCIENCES) &

SANE GURUJI AROGYA KENDRA

SUMATIBHAI SHAH AYURVEDA MAHAVIDYALAYA

&

RASAMRUT AYURVEDA PHARMACY

MALWADI, HADAPSAR, PUNE, MAHARASHTRA

FOR

RESEARCH, TRAINING PROGRAMS, COLLABORATIVE PROGRAMS ON

EDUCATION, FACULTY & STUDENTS EXCHANGE

**TRUE COPY**

*Sumatibhai*

**PRINCIPAL**

M.A. M's. Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadapsar. Pune-411028

**TRUE COPY**

**PRINCIPAL**

M.A. M's. Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadapsar. Pune-411028



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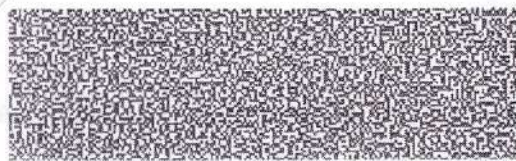
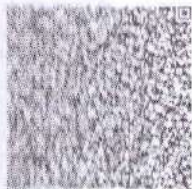
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) (this "Understanding") is executed on 1st day of the October month of 2020 by and between the

KAHER'S Shri B. M. Kankanawadi Ayurved Mahavidyalaya, a constituent unit of KLE Academy of Higher Education & Research, Deemed-to-be-University, Shahapur, Belagavi, Karnataka, 590003, represented by Registrar KLE Academy of Higher Education & Research Belagavi (here after referred as 'KAHER'S BMK', which expression shall, unless repugnant

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*Shauji*  
PRINCIPAL

Principal Alert

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Ayurved Mahavidyalaya,  
Mangalsar, Pune-411028

*Shauji*



to the subject or thereof, be deemed to include and mean to its nominees, successors and permitted substitutes or assigns) of the ONE PART

With

Maharashtra Arogya Mandal, Malwadi, Hadapsar, Pune, Maharashtra (here in after referred to as "MAM" Represented by Mr Anil Gujar Secretary MAM 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) 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 MAM and KAHER'S BMK desire to collaborate in the fields of Research, Ayurvedic Medical Education, Drug development & Standardization, Faculty & student exchange programs and community health care etc. for the mutual benefit by utilizing the expertise and infrastructure existing in both institutions.
- B. Based on the strengths of the MAM and KAHER'S BMK, the MAM is desirous of collaborating with KAHER'S BMK, which would provide education, research, faculty-student exchange, pharmacy related, clinical trials and academic programs.

MoU is to establish hereby a formal understanding of cooperation and friendship which is intended to have further the academic objectives of each institution and to promote better understanding between the faculty and students of MAM and the faculty and students of KAHER'S BMK.

#### BACKGROUND:

Maharashtra Ayurveda Mandal is a trust, registered under Bombay Public Trust Act with No. F-230 (Poona) and Societies Registration Act <sup>1360 Act</sup> [180] with No. Bom/359/Pn, which is working in the fields of Health, Education and Tribal Development since 1960. MAM established Sumatibhai Shah Ayurved Mahavidyalaya in 1990. College is affiliated to MUHS, Nasik and recognized by CCIM for LKJ, PG, PhD and Diploma /Certificate courses. Sane Guruj Arogya Kendra is established in 1960, which is having 250 bed multispecialty hospital and got ISO 9001:2015 accreditation. Sane Guruji Hospital has been accredited by NABH serving, 1.7 lac patients in OPD and, 13600 patients in IPD every year. Autonomous R & D Institute PARAS is established as an Autonomous R&D Institute in 2015 to promote research & healthcare services. MAM has got Center of Excellence from Ministry of AYUSH,

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M.A. M's, Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadapsar, Pune-411028

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Govt. of India for research in Mother and child care. MAM also has GMP certified Rasamrut Ayurveda pharmacy, Sickle Cell Community Healthcare Center, and works on Bhimashankar Tribal Development Project, Natural Resource Management etc. Institutes of MAM have good infrastructure for teaching and research with innovative staff.

*KLE Academy of Higher Education & Research is declared as Deemed-to-be-University u/s 3 of the UGC Act, 1956 vide Government of India Notification No.F.9.19/2000-U.3 (A), Re-accredited (2<sup>nd</sup> cycle) as 'A' Grade by NAAC and placed in Category 'A' by MHRD (Gol). KLE Ayurveda Hospital & Medical Research Center has been accredited by NABH, the first Ayurvedic institute to get NABH accreditation in Karnataka. Shri BMK Ayurveda Mahavidyalaya is established in 1933 and is a constituent Institution of KAHER. It has been recognized by CCIM for 11 PG departments with 64 seats and 100 UG seats. It is also conducting PhD program in Ayurveda and Interdisciplinary areas, Fellowship Programs on Ayur-Oncology and Ayur-Cardiology and PG certificate programs on various domains like Vajeekarana, Ksharasutra, Panchakarma, Herbal Drug Research, Ayurgenomics etc. It has state of art infrastructure for teaching as well as research. Its Central Research facility has been approved as DTL for ASU drugs by AYUSH, Govt. of Karnataka. DAME has been recognized by CCIM as Regional Teacher Training center.*

Under this Memorandum of Understanding, the two institutions will proceed to implement the following endeavors and exchanges of materials and personnel.

#### ARTICLE I: OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies 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 COOPERATION

Cooperation shall be carried out, subject to availability of funds and the approval of the competent authority of MAM and KAHER'S BMK, through such activities or programs as:

##### Exchange programs:

- o Faculty
- o PhD & PG scholars, Fellowship students
- o UG Students

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Page 4 of 10

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M.A. P. S. Sumasree 2nd  
Ayurved Mahavidyalaya  
Karnataka - 571028

Faculty and PhD, PG & UG students will be exchanged from both Institutes every year for different programs like Workshops, Guest lectures, short time training courses, Seminars, Webinars, short term research programs and project works etc. as agreed by both Institutes from time to time.

#### Utilization of research facilities, Joint Research activities

- Faculty and students of both Institutes will be allowed, with prior permission, to utilize the research facilities of the Institutes by paying prescribed nominal fee, if any. 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 Multi-center clinical studies will be taken up. Faculty of both Institutes will be allowed to apply and do 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 Institutes will be allowed to have extension of their dissertation/ thesis activities utilizing facilities and expertise in these institutions.

#### Online meetings/On line Guest lectures

Innovative methods, Information Communication & technology will be used to have better interaction among faculty and students of Institutes through Online guest lectures, group interactions through Skype etc. E-library resources will also be shared. Collaborative online courses on various platforms like SWAYAM, NPTEL will be undertaken.

#### Knowledge sharing

Both Institutes 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.

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**PRINCIPAL**

M.A. M's, Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Wadansar, Pune-411028

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M.A. M's, Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Wadansar, Pune-411028

### Curriculum development

- Both Institutes will work in this area of Curriculum development by organizing workshops, brain storming sessions, skill development programs, CME programs collaboratively. They will work to create better teaching methodology, evaluation methods, feedback methods, skill lab trainings, multimedia utilization 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 Institute
- Implementation of joint educational programs in each Institute within the identified areas
- Exchange of academic materials and other information
- The terms of such mutual cooperation and necessary budget for each specific program and activity that is implemented under the terms of this MoU. Each Institute will designate a Liaison Officer to develop and coordinate specific activities or programs.

### Outreach Program:

Screening camps for Sickle Cell Anemia, COE related ANC programs will be conducted.

### 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. Collaborative funding proposals will be planned and executed with various govt/non govt. agencies.

### ARTICLE IV: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- (a) The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations.
- (b) Notwithstanding 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

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**PRINCIPAL**

M.A. M's, Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadarwar, Pune-411028

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Page 6 of 10

- (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 (Commercialization) shall be decided on case to case basis.
- (iv) ARTICLE V : PATENT FILING
- a. KAHER and MAM shall have the first right to file a patent application on any joint inventions at joint expenditure and shall include as named inventors the staff and / or students from both the parties.
- b. Commercialization aspects can be mutually considered on case to case basis.

#### ARTICLE VI: 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 VII: 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 VIII: 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

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**PRINCIPAL**  
M.A. M's, Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadapsar, Pune-411028

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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 MAM and KAHER'S BMK 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.

The termination shall not be caused for any other reasons other than those enumerated in this MoU or for any other reasons such as force measure, change in law, government policies, epidemics etc.

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.
- Universities 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-ordinators 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 KLE Academy of Higher Education & Research, Deemed to be University and Shri BMK Ayurveda Mahavidyalya, Belagavi and Maharashtra <sup>Ayurveda</sup> ~~Ayurveda~~ Mandals' Institutes MAM

- MAM and KAHER'S BMK 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.
- MAM and KAHER'S BMK shall also arrange to appoint a Coordinator who shall be available at the centre where the programs being offered, in order to facilitate proper coordination between the MAM and KAHER'S BMK covering all aspects relating to conduct of training, research and all other activities coming within the ambit of conducting such programs.

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*Sumatibhai Shah*  
PRINCIPAL

M.A. M's, Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Pune-411028

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Page 8 of 10

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PRINCIPAL  
M.A. M's, Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Pune-411028



- All students will be governed by the academic regulation of respective parent institutions. i.e. MAM or KAHER'S BMK, as specific to the course or program offered, which shall be provided by the MAM or KAHER'S BMK to the students at the start of the course/ program.
- MAM and KAHER'S BMK 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 MAM and KAHER'S BMK on request.
- KAHER'S BMK will allow to utilize its facilities for education, teaching and research collaboration, where in the MAM will allow the all facilities of the research available at PARAS and MAM. From both MAM and KAHER'S BMK faculty will provide guidance time to time.

c) Miscellaneous:

- A coordination committee consisting of the following will monitor the academic and research programs and all related operational activities.
  1. Principal - KAHER's B M K Ayurveda Mahavidyalaya, Belagavi of KLE Academy of Higher Education & Research, Deemed to be University
  2. Secretary, Maharashtra <sup>Ayurveda</sup> Mandal, Hadaspar, Pune
  3. One Nominee of MAM- Member Dr Pranita Joshi Deshmukh (Research Coordinator PARAS, Asso. Prof. HOD RMMS Dept at SSAM)
- One nominee of KAHER - Member Dr. Vendantam Giridhar, Reader, Department of Central Research Facility
- At MAM, the Research Coordinator, PARAS will oversee the implementation of the Memorandum of Understanding.
- At KAHER's BMK, Principal, Shri BMK Ayurveda Mahavidyalaya will oversee the implementation of the Memorandum of Understanding.

Any variation 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 MAM and KAHER'S BMK.

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

TRUE COPY mentioned.

**PRINCIPAL**  
M.A. M's. Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadapsar. Pune-411028

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Signed for and on behalf of Maharashtra Arogya Mandal's Autonomous R&D Institute, Malwadi, Hadpasa, Pune, Maharashtra	Signed for and on behalf of KLE Academy of Higher Education & Research, Deemed-to-be University, Belagavi, Karnataka
Signature: Maharashtra Arogya Mandal <i>[Signature]</i>	Signature: <i>[Signature]</i> KLE Academy of Higher Education and Research, BELAGAVI
Name: Mr Anil Gujar Secretary	Name: Dr. V.M. Kothiwale
Designation: Secretary	Designation: Registrar



Signed in presence of Memorandum of Understanding Initiators:

1)	1)
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: Mr. Madhav Bhaguji Padwal Administrative Officer	Name: Dr. B.Sreenivasa Prasad PRINCIPAL Shri B. M. Kankanawadi Ayurved Mahavidyalaya
Designation: Sane Guruji Arogya Kendra Malwadi, Hadapsar, Pune- 411028.	Designation: Principal A Constituent Unit of KAHER Shahapur, BELAGAVI-03.
2)	2)
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: DR. Poanita Joshi Deshmukh	Name: Dr. Vedantam Giridhar
Designation: Research Coordinator PARAC.	Designation: Coordinator, Central Research Facility

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**PRINCIPAL**  
M.A. MS. Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadapsar. Pune-411028

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PRINCIPAL  
M.A. MS. Sumatibhai Shah  
Ayurved Mahavidyalaya,  
Hadapsar. Pune-411028