# MEMORANDUM OF UNDERSTANDING

BETWEEN

MAHARASHTRA AROGYA MANDAL'S, SUMATIBHAI SHAH AYURVED MAHAVIDYALAYA

AND

AYURVED RASAYANI

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M.A. Ms. Sumatibhai Shah Ayurved Mahavidyalaya

Jansar, Pune-411028



महारीष्ट्र MAHARASHTRA

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ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी तो स्टंब्य ६ महिन्याच्या आत वापर करावचा आहे. दस्तावाप्रकार/ अनुस्कंद क्रमांक : MOUS दस्त नोंदणी करणार आहेत का
मोंद्रशी होचार असल्यास दुरयम निवधक कार्यालयाचे नाव निर्माण ४९०-। मिळकतीचे वर्णन
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The Pune Lawyers Consumer's Co-op Secrety Ltd Pune-5 LIC. No. 9201111

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated this \_\_\_\_2 th day of

by and between:

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

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B-1, Amrut Kumbh.

Laxmi Park Soc.



Maharashtra Arogya Mandal's, Sumatibhai Shah Ayurved Mahavidyalaya is having its principal office at Survey No. 165 A, Malwadi, Hadapsar, Pune – 411 028, Maharashtra, India (herein after called "MAM"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, executors, successors in interest / business, and permitted assignees, of the part one.

#### AND

And Ayurveda Rasayani (AR) and its associates, located at B-1 Amrutkumbh, Laxmipark Society, Navi Peth, Opp. Hotel Sargam, Pune 411030, India, a research and cancer clinical institution ("Collaborator"). Other Part

Maharashtra Arogya Mandal's, Ayurved Mahavidyalaya and AR shall be individually hereinafter referred to as 'Party' and collectively as 'Parties'.

#### Whereas

- A. 'MAM " is a NGO with its academic and clinical branches as Ayurveda college and hospital providing wide range of specialty healthcare facilities to Patients.
- 8. 'AR' is engaged in manufacturing specialised Ayurveda based cancer therapies to cancer patients and cancer survivors. These facilities include but are not limited to offering Ayurveda consultation, preparing Ayurveda medicines and dietary supplements for these patients, Panchakarma therapies, offering diet, yoga and psychology consultation.
- C. The parties are interested in exploring possible opportunities of establishing a mutually cooperative and beneficial relationship, including establishing treatment facilities for cancer patients and research.
  - For the purposes of this MOU, "Project" shall mean a collaboration relating to Establishing State of Art Oncology treatment facilities and offering specialized Ayurveda consultation and therapies for cancer patient at the premise of MAM, Hadapsar, Pune.

#### 1. SCOPE OF THE MOU

- 1.1 The Parties will co-operate to:
  - (a) Establish facilities for offering specialized Ayurveda consultation to cancer patients which includes offering Ayurveda, yoga, diet and psychological consultation; preparing personalized medicines and dietary supplements for cancer Patients.

Conduct cancer awareness drives, campaigns and lectures for common public and patients.

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- (c) Conducting various Oncology based training programs for Medical students and professionals.
- (d) Conduct an annual review of current and future Projects approximately one (1) week prior to the anniversary of the execution of this MOU.
- 1.2 Subject to the terms and conditions of any Collaboration Agreement agreed to and executed, each Party will have the right, in any field related to the Project or otherwise, to:
  - (a) conduct business or research independently, whether or not with third parties;
  - (b) continue existing commitments, or make new ones; and
  - (c) Exploit or otherwise take advantage of its intellectual property.

#### 2. TERMS OF MOU

- 2.1 Both the parties agree that this MOU will cover aspects related to patient care and research activities in Ayurveda oncology.
- 2.2 The parties agree that various research activities related to Ayurveda oncology can be undertaken as per applicable research guidelines. The ownership of the intellectual property generated during the project shall be owned by AR only.
- 2.3 Each Collaboration Agreement will include provisions relating amongst other things to:
  - a Project plan pursuant to which the Project will be carried out which will include information pertaining to technical objectives, statement of work, deliverables, schedule, decision gates, resource requirements and costs;
  - (b) funding arrangements for the Project;
  - (c) Holding by the Parties of periodic Project review meetings to assess the management and the progress of the Project and the status of any expenditure;
  - (d) Exploitation of Intellectual property and rights arising from the same including their protection, enforcement and commercialization.
  - (e) Commercial arrangements between the MAM and AR.
  - 2.4 The Parties agree, acknowledge and confirm that for any agreement to be binding on them, it must be in writing and shall be executed by a duly authorized representative of each of the MAM and AR.

2.5 MAM will provide basic infrastructure/facilities required for offering patient TRUE COPY which includes consultation, treatment procedure, inpatient hospitalisation, investigations, dispensing medicines and dietary supplements

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and collecting treatment charges. AR OPD will work exclusively once a week with specialist from Rasayu Cancer Clinic (RCC) offering consultation. IPD Facility if required will be provided by MAM and patient care will be offered as per RCC guidelines and protocol.

- 2.6 AR will make necessary arrangements for offering medical care and consultation by qualified Ayurveda physician trained in RCC Treatment protocol, to patients approaching for treatment in the collaborative AR and MAM OPD. This facility will be initially provided for once a week which can be revised in future based on the need for the project
- 2.7 In case of inpatient hospitalisation MAM will make necessary arrangements to provide necessary medical care, expert consultation and visits by a qualified Ayurveda doctor which will be an employee of MAM or honorary consultant. MAM will also avail expert medical opinion or to refer the patient to appropriate medical facilities in case of any emergencies.
- 2.8 AR will make arrangements to procure medicines as required for the cancer clinic. AR will provide medicines to cancer patients in MAM at a highlysubsidised rate.
- 2.9 AR will offer appropriate training in Ayurveda Oncology to maximum of two Ayurveda Physicians who will be employees of MAM. After the completion of training these physicians will be assessed by senior physicians of RCC. After successful completion of training these doctors will be responsible for providing outdoor consultation as well as inpatient care of cancer patients approaching cancer OPD in absence of RCC Physician. Besides this RCC will also train housemen's/ internee deputed by MAM. The number of such trainees at a given point of time will not exceed six (6).
- 2.10 Both the parties agree to conducting regular awareness activities about the cancer OPD. These activities include Awareness programs, lectures, pamphlets, banners, newspaper articles and Radio broadcast. The expenses of such activities will be borne by either or both the parties which will be decided on case to case basis based on mutual agreement.
- 2.11. AR Will not charge any consultation fees from the patients approaching the OPD in MAM. RCC will provide palliative care therapies aimed to relieve patient symptoms and improve Quality of life in cancer patients. AR will provide medicines in highly subsidised rates.
- 2.12 If required for the betterment of patient, and if the patient is affording advanced therapies patients will be informed about specialised Rasayana therapy and a RCC doctor can refer the patient to RCC headquarter for RUE COPYssary therapies. Refusal by the patient to start specialised Rasayana

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therapy will not affect in anyway on patient receiving palliative care therapy at the cancer clinic in MAM.

- 2.13 The responsibility for providing best possible treatment to patient and ensuring his wellbeing lies entirely with the treating physician.
- 2.14 This activity will be a Pilot activity for one year, after which it can be revised as per need.

#### REPRESENTATIVE

- 3.1 For the term and purposes of this MOU, each party shall appoint a designated representative ("the Representative").
- 3.2 The Representative of the appointing Party will be responsible for:
  - (a) managing, overseeing or coordinating that Party's relationship with the other Party;
  - (b) Identifying any commercial issues that arise between the Parties and refer them to the Competent Authority within the Representative's organization;
  - (c) discussing any issues arising out of this MOU or a Collaboration Agreement with the Representative of the other party; and
  - (d) Co-coordinating the exchange of information between the Parties.
- 3.3 The Representatives designated at the time of signing this MOU by the parties are:
  - (a) for MAM:

Name: Dr Pranita Joshi Deshmukh

Designation: Research Coordinator

Email: pranitaj@gmail.com

Mob. 09822229579

(b) for AR

(c) Name: Dr. Avinash Kadam

Designation: Research Associate

Email: avinashk@rbpl.co.in

Mob. 9970259583

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Hadapsar, Pune-411028

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### SETH GOVIND RAGHUNATH SABLE COLLEGE OF PHARMACY

SASWAD, TAL.: PURANDAR, DIST.: PUNE - 412 301. MAHARASHTRA, INDIA.

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Phone: (02115) 222212, Fax: (02115) 222212 / 13. E-mail: sgrs\_contact@yahoo.co.in\_Website: www.sgrspharma.org.in

Outward No.: COPS 1944 12009-10

Date: 16/04/10

To, The Principal, Sumatibhai Shah Ayurveda Mahavidyalaya, Malwadi, Hadapsar, Pune- 411 028.

Sub:- Conformation letter.

Ref: - Your College letter No MAM/SSAyu/25, dt: 10/04/2010.

Sir.

With reference to above cited subject and letter, we are glad to inform you that our Institute has agreed to cooperate with your students and teachers of undergraduate or Post graduate departments for any research activity by allowing them to use the available facilities of Analytical laboratory, Animal House and Library. They can perform analytical work or experiments as required. The charges spent on chemicals or other study material shall paid by your concerned student or teacher to our college.

Thanking You.

Yours faithfully,

(Dr. Ashok Bhosale)
PRINCIPAL

POONA DISTRICT EDUCATION ASSOCIATION'S SETH GOVIND RAGHUNATH SABLE COLLEGE OF PHARMACY, SASWAD, TAL. PURANDHAR, DIST. PUNE PIN-412301. TRUE COPY

PRINCIPAL M.A. M's Sumatibhai Shah Ayurved Mahavidyalaya,

hapsar. Pune-411028

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