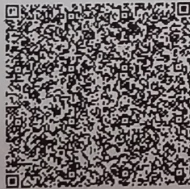




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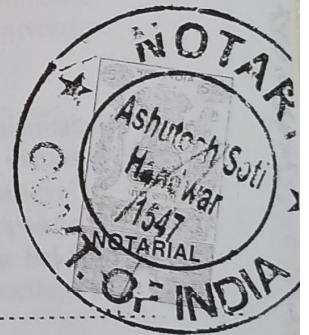
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MEMORANDUM OF UNDERSTANDING

between

**UTTARAKHAND AYURVED UNIVERSITY,
DEHRADUN, UTTARAKHAND**

and

**GURUKULA KANGRI VISHWAVIDYALAYA,
HARIDWAR, UTTARAKHAND****Statutory Alert:**

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2. The onus of checking the legitimacy is on the users of the certificate.
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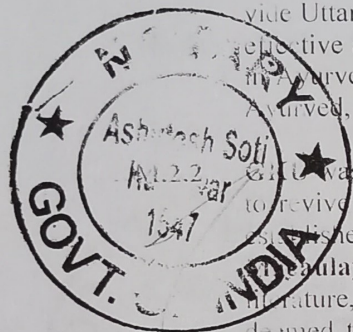
- M.1.1 The Uttarakhand Ayurved University located at Harrawala, Dehradun, Uttarakhand represented by its Vice Chancellor / Registrar hereinafter referred to as **UAU** which expression shall where the context so admits, mean and include its successors, representatives and permitted assigns of the first part.

AND

- M.1.2 The Gurukula Kangri Vishwavidyalaya, located at Haridwar, Uttarakhand represented by its Vice Chancellor / Registrar hereinafter referred to as **GKU** which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns of the second part.

M.2 Preamble:

- M.2.1 Whereas the **UAU** was established by the Government of Uttarakhand vide Uttarakhand Ayurved University Act, 2009 for the purpose of ensuring effective and systematic instructions, teaching, training, research and development in Ayurved with Ph.D. PG and UG programs running under various Colleges viz. Ayurved, Yoga & Naturopaths. Unani. Siddha and Homeopathy.



- M.2.2 **GKU** was founded on March 4, 1902 by Swami Shraddhanandaji with the sole aim to revive the ancient Indian Gurukula System of education. This institution was established with the objective of providing an indigenous alternative to **Lord** [unclear]'s education policy by imparting education in the areas of vedic literature, Indian philosophy, Indian culture, modern sciences and research. It is deemed to be university fully funded by UGC/Govt. of India. The distinguished services of this institution to the nation were recognized when it was given the status of Deemed to be University in 1962 by University Grants Commission. National Accreditation and Assessment Council (NAAC) has accredited university with A grade in 2015.

- M.2.3. **GKU** has decided to enter into a **MoU** with **UAU** to undertake Fundamental Research, Collaborative Research and Clinical Studies for establishing evidence based system in Ayurveda, Yoga and homeopathy and also to Revival. Retrieval of Indigenous Medical Manuscripts/Rare Books. Submission of research proposals in various government agencies and conduction of research works in the field of development of pharmaceutical dosage forms, standardization, conduction of experimentations in pre-clinical and clinical studies.

- M.2.4 Whereas **UAU** and **GKU** are convinced about the mutual benefit of forgoing formal linkage to undertake Fundamental Research, Collaborative Research and Clinical Studies for establishing evidence based system in Ayurveda, Yoga, and homeopathy and also to Revival. Retrieval of Medical Manuscripts/Rare Books. Now therefore in consideration of the promises and mutual covenants hereinafter contained, the parties hitherto agree as follows

- M.2.5 Both of the institutes **UAU** and **GKU** for the academic and research benefits of the students and scholars, transfer of technology (TOTs) to the concerned industries with mutual concern of the partners as per the sharing of the institute in developing new technologies.

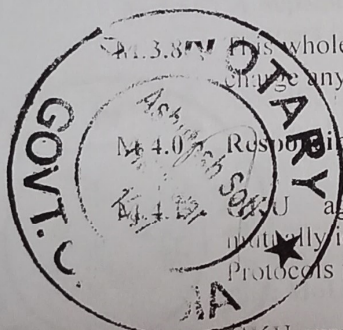
M. 3.0 Responsibilities of UAU

- M.3.1 UAU agrees for collaborative research programmes with **GKU** in mutually identified research areas including technical inputs for development of Protocols for the collaborative research.
- M.3.2 UAU agrees to collaborate for its work related to clinical trials of Herbal/Rasaushdhi based Ayurvedic products.
- M.3.3 UAU agrees to collaborate for its work related to Revival. Retrieval of indigenous Medical Manuscripts/Rare Books.
- M.3.4 UAU agrees for Short-term and long term developmental programs on topics of mutual interest and Medical and technical consultancy activities of mutual interest.
- M.3.5 UAU and **GKU** shall make use of the mechanism of several joint workshops/Seminars/Conferences/Trainings etc. to identify key areas where research work can be intensified.
- M.3.6 UAU and **GKU** may utilize the expertise of each other by scientists exchange program.
- M.3.7 Any other responsibilities assigned during the meeting by joint monitoring and implementation committee.

M.3.8 This whole engagement will be free of cost for **GKV** and its students. UAU cannot charge any kind of commercial for their services.

M. 4.0 Responsibilities of GKU

- M.4.1 **GKU** agrees for collaborative research programmes with **UAU** in mutually identified research areas including technical inputs for development of Protocols for all the collaborative research.
- M.4.2 **GKU** agrees to collaborate for its work related to analytical, microbial, preclinical and toxicity studies.
- M.4.3 **GKU** agrees to collaborate for its work related to Revival, Retrieval of Medical and Vedic Manuscripts/Rare Books.
- M.4.4 **GKU** agrees for Short-term and long term developmental programs on topics of mutual interest and Medical and technical consultancy activities of mutual interest.
- M.4.5 **GKU** and **UAU** shall make use of the mechanism of several joint workshops/Seminars/conferences Trainings etc. to identify key areas where research work can be intensified.
- M.4.6 **GKU** & **UAU** may utilize the expertise of each other by scientists exchange program.
- M.4.7 Any other responsibilities assigned during the meeting by joint monitoring and implementation committee.
- M.4.8 This whole engagement will be free of cost for **UAU** and its students. **GKV** cannot



charge any kind of commercial for their services.

M.5.0 Joint Implementation and Monitoring Committee

M.5.1 UAU and **GKU** agree to have in place a task force which will also act as monitoring Committee for the purpose of this **MoU**.

M.5.2 All the above-mentioned information will be shared between all the two parties under good faith & non-disclosure agreement and will not be used anywhere else without permission of the partners and after final decision of the monitoring Committee.

M.5.3 The task force shall monitor the collaborative work on a regular basis. It shall oversee and assess the responsibilities and performance of all the two parties and suggest mechanism to achieve the objectives set up under this **MoU**.

M.5.4 UAU/**GKU** Task Force shall meet at least twice in a year.

M.5.5 The IPR/Commercialization Publication of the research outcomes will be decided jointly by all the parties by the mutual consent through the Monitoring Committee.

M.5.6 A separate **MOU** will be entered into if there is any collaboration with other partners like University, Industry, etc.

Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of each specific project under this **MoU** separately.

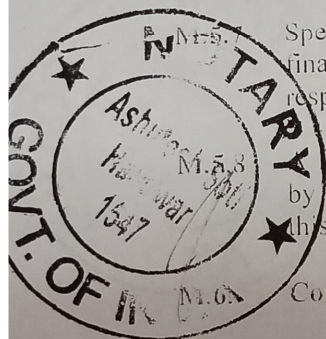
A four-member task force shall be constituted with two members each nominated by UAU and **GKU** to identify and co-ordinate the specific areas/activities under this **MoU** and monitor the projects/work thereof.

M.6.0 Confidentially and IPR-Protection

M.6.1 Both parties hereunder agree that any information disclosed by one party to another shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that has a need to know for purpose authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of the work. The obligations that are created under this **MoU** on either party as well as through subsequent relevant agreements on either party shall be duly discharged during the term of the **MoU** and agreement and after their expiry/termination.

M.6.2 The patent if necessary for research outcome will be filled by UAU/**GKU** the joint names of **UAU & GKU** and the expenditure will be borne by both parties or as decided by the joint steering committee on case to case basis.

M.6.3 Intellectual property generated during the activities under this **MoU** shall belong all the two parties concerned. The financial benefits will also be shared equally.



M.7. Publication

M.7.1. Publications, if any, in respect of the activity under this **MoU** shall be decided mutually depending upon the relative contribution made by the personnel. Any initiation made for publication (paper, reports etc.) should be informed to other party and consent in writing have to be obtained. In all publication (papers, reports etc.) it will be duly acknowledged that the work has been carried out by **UAU**, and **GKU** under this **MoU** between the parties.

M.8. Period of MoU

M.8.1 This **MoU** shall be valid for a period of five years from the date of signing the agreement, and its extension, commination or otherwise shall be jointly decided by all the three parties two months prior to end of the above period. However, the rights obligations arising from the implementation of the **MoU** shall survive until the termination of the **MoU**.

M.9. Termination

M.9.1 Notwithstanding clause 8.1, this **MoU** may be terminated by either party by giving three months notice in writing to the other party. Either of the parties shall honour within a mutually agreed period, the outstanding commitments, if any, as on the date of termination. The parties agree that the termination of the Memorandum means the termination of the project also.



M.10. Notices

M.10.1 All notices and other communications required to be served on **UAU** under the terms and this **MOU**, shall be considered to be duly served if the same is delivered by registered mail to the **UAU (Uttarakhand Ayurveda University)** located at Harrawala, Dehradun, Uttarakhand represented by its Vice Chancellor / Registrar), and similarly any notice to be given to the **GKU** shall be considered as duly served, if the same is delivered at or posted by registered mail to the **GKU (Gurukula Kangri Vishwavidyalaya, located at Haridwar, Uttarakhand represented by its Vice Chancellor / Registrar).**

M.11.0 Conflict Resolution

M.11.1 In the event that any dispute relating to this **MOU** cannot be resolved by settlement between the parties, the parties shall attempt to resolve all disputes through informal means. This may include mediation, arbitration, or any other procedures upon which the parties agree.

Each party shall be equally responsible for the costs of such conflict-resolution, unless otherwise agreed upon in writing.

M.11.2 All unsolved disputes/Differences/Controversies of whatever nature are subjected to Dehradun jurisdiction only.

M.12 Modification

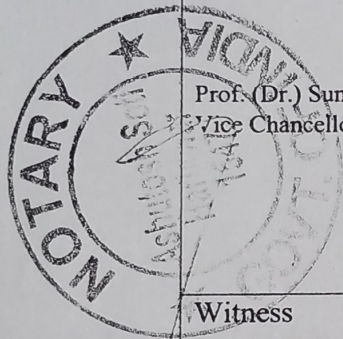
M.12.1 No, Modification to this **MoU** shall be binding unless made in writing and signed by all the parties.

M.13 Force Majeure

M.13.1 The force majeure events such as but not limited to acts of God, War, Flood, Earthquakes. Strikes, Lock outs, Epidemics, Riots, Civil commotion, etc. provided on the occurrence and cessation of any such event the part affected thereby shall give a notice in writing to other party within one month of such occurrence or cessation. If force majeure conditions continued beyond six months, the parties shall jointly and amicably decide about the future course of action to be taken

IN WITNESS WHEREOF, both the two Parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above, in the presence of following witnesses.

For and on behalf of	For and on behalf of
UttarakhandAyurved University	GurukulaKangriVishwavidyalaya
Prof. (Dr.) Sunil Kumar Joshi Vice Chancellor	Prof. RoopKishorShastri Vice Chancellor
Witness	Witness
Signature 1 Name: Address	Signature 1 Name: Address
Signature 2 Name: Address	Signature 2 Name: Address



ATTESTED
21/9/2022
ASHUTOSH SOTI
NOTARY HARIDWAR

IDENTIFIED BY