

MEMORANDUM OF UNDERSTANDING

BETWEEN

**KLE University's
Shri B. M. Kankanawadi Ayurveda
Mahavidyalaya
Belgaum, Karnataka**

AND

**CSIR's Ayurgenomics Unit-TRISUTRA
IGIB, DELHI**

REGARDING

COLLABORATIVE RESEARCH

May 2012

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BETWEEN
KLE UNIVERSITY'S
SHRI B. M. KANKANAWADI AYURVEDA MAHAVIDYALAYA
BELGAUM, KARNATAKA**

**AND
CSIR -TRISUTRA, DELHI
FOR
COLLABORATIVE RESEARCH**

KLEU's Shri B. M. Kankanawadi Ayurveda Mahavidyalaya, will be hereinafter referred to as **BMK Ayurveda Mahavidyalaya** and the CSIR's Ayurgenomics unit TRISUTRA at Institute of Genomics and Integrative Biology, Delhi, a unit of Council of Scientific and Industrial Research as **CSIR-TRISUTRA**.

This **MOU** sets down the mutually agreed broad framework for joint research and academic activities in various fields of interest. It also incorporates the modalities for collaboration.

1. PREAMBLE:

- 1.1 BMK Ayurveda Mahavidyalaya is a premier Ayurvedic Medical Research Institute/hospital, having extraordinary infrastructure, specialized medical/paramedical staff, management and facilities for patient care, training programmes and research activities.
- 1.2 CSIR-IGIB is one of the premier research laboratories of the CSIR, with an extensive array of sophisticated equipment and highly qualified staff, carrying out advanced research in biochemical technology and genomics including various aspects of molecular medicine. Scientists at CSIR- IGIB have been pursuing research integrating Ayurveda with Modern Genomics and have established a new field of research called Ayurgenomics. This has led to the set up of a new unit CSIR-TRISUTRA dedicated for the research in the field of Ayurgenomics. This

unit would aim to develop affordable health care solutions based on traditional knowledge of Ayurveda and modern genomic knowledge and medicine. This interdisciplinary networked unit would enable cross talk between Ayurveda, modern medicine and genomic science.

- 1.3 The activities of BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA are in several ways complementary. It is therefore felt that initiating collaborative research programmes would be of considerable mutual benefit.

2. PURPOSE:

BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA desire to implement, in the areas of mutual interest, cooperative and collaborative activities, which would address multidisciplinary scientific, technological and educational problems of relevance to the country. This is facilitated by the instrument of this **MOU** as follows:

ARTICLE - 1

Consistent with the goals and purpose of the collaboration, BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA propose to initiate joint multidisciplinary research, to begin with in the area given below:

1. To conduct research aimed at validation and providing scientific evidence to principles/concepts described in Ayurveda for predictive, personalized and pre-emptive approach to health and diseased conditions
2. To develop data and sample repositories for prospective research studies
3. To develop interdisciplinary human resources

Other projects would be taken up to include other areas as mutually agreed upon involving faculty, research scholars and students from different departments/ divisions of both the Institutes.

ARTICLE - 2

- a) The faculty and staff of BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA will hold regular meetings on problems of mutual interest.
- b) The faculty and research scholars of BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA will have access to the facilities of both Institutes, subject to their respective rules and regulations.
- c) The faculty and staff of BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA will jointly apply to the funding agencies for financial support for the collaborative research and academic programmes undertaken under this MoU.
- d) The faculty and staff will jointly report progress and accomplishment annually.

ARTICLE - 3

Provision is hereby made for:

- a) The exchange of Faculty, research scholars, staff and students between the two institutes.
- b) The joint organization of Symposia, Seminars, Workshops and Lectures; and mutual sharing of data on collaborative projects.
- c) No formal day-to-day permission will be necessary for the faculty, research scholars, staff and students of the two institutes to work in the laboratories of other institute in connection with the research work/ projects approved jointly by the heads of the respective departments of BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA.

ARTICLE - 4

INTELLECTUAL PROPERTY:

- a) Important research findings arising out of the activities covered under this **MOU** may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborators.
- b) Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in

protecting the IPR shall be shared equally. However, if one of the institute decides not to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection

- c) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- d) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually by both the parties, on case-to-case basis and through exchange of letters.
- e) Both parties shall abide by the Government Rules as applicable time-to-time.

ARTICLE - 5

NON-EXCLUSIVITY OF THE MOU

Notwithstanding anything contained in the provisions excepting Article - 4 of the **MOU**, either party or both parties together have the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the **MOU**.

ARTICLE - 6

Any article of the **MOU** may be modified or changed by mutual agreement of the parties hereto in writing. The modifications/changes shall be effective from the date on which they are modified/extended unless otherwise agreed to.

ARTICLE - 7

All disagreements/differences of opinion/disputes regarding the interpretation of the provisions of this **MOU** shall be resolved by mutual consultation by the signatories. However, in case the dispute persists, the matter shall be referred jointly to the DG-CSIR and the Secretary, Health, Government of India, Delhi, whose decision shall be final and binding on both the parties.

ARTICLE -8

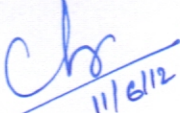
GOVERNING LAW:

All research activities undertaken jointly by BMK Ayurveda Mahavidyalaya and CSIR-TRISUTRA under this **MOU** will be governed by the Laws of the Republic of India.


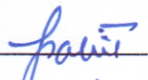
ARTICLE -9

The tenure of the **MOU** shall be for three years from the date of signing the **MOU**. Unless opted otherwise by either of the signatory parties to this **MOU**, the tenure shall be renewed automatically for another three years from the date of expiry of the first tenure.

In witness whereof the undersigned, duly authorized thereto, have signed this MOU on this day, _____.


11/6/12
PRINCIPAL
BMK Ayurveda Mahavidyalaya
Address:
BMK Ayurveda Mahavidyalaya
Shahapur
Belgaum-590003
Karnataka

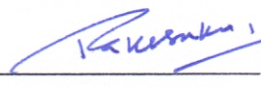
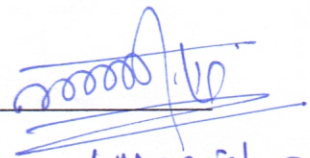
Witnesses : (Name & Address)

1. 
Dr. R. C. Mathad, M.D.
KLE BMK AYU COL. Belgaum.

Dr. S. K. Patil, M.D.
KLE BMK AYU COL. Belgaum.

Date : 11.6.12


25/5/2012
Head PME Division
CSIR-IGIB
डा० ज्योति यादव/Dr. JYOTI YADAV
वैज्ञानिक एवं प्रमुख पी० एम० ई०
Scientist & Head P. M. E.
Address:
जीनोमिक्स और समवेत जीवविज्ञान संस्थान
CSIR-Institute of Genomics and Integrative Biology
Institute of Genomics and Integrative Biology
दिल्ली-110007/Mall Road, Delhi-110007
Near Jubilee Hall,
Mall Road, Delhi-110 007

Witnesses : (Name & Address)

2. 
Rakhee Kapran
(Rakhee Kapran)
STO- PMEDIC
CSIR-IGIB

(Manish Patidar)
T.O CSIR-IGIB

Date : _____