



**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL INSTITUTE OF AYURVEDA
JAIPUR, INDIA
AND
UNIVERSITI TUNKU ABDUL RAHMAN
MALAYSIA**

SIGNED ON 5-12-2016

MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITI TUNKU ABDUL RAHMAN

Malaysia

AND

NATIONAL INSTITUTE OF AYURVEDA

Jaipur, India

- 1) **UNIVERSITI TUNKU ABDUL RAHMAN**, a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, wholly owned by UTAR Education Foundation [Company No. 578227-M] (hereinafter referred to as "UTAR") of the One part; and
- 2) **THE NATIONAL INSTITUTE OF AYURVEDA, JAIPUR** an apex Institute under the Ministry of AYUSH, Government of the Republic of India, (hereinafter referred to as "NIA"). Hereinafter referred to individually as "**Party**" and jointly as the "**Parties**".

WHEREAS:

- A. UTAR is a university offering courses in undergraduate and postgraduate programmes and engages in the provision and conduct of research, consultation, management and leadership training and other related educational services in Malaysia.
- B. NIA is an apex Institute of Ayurveda in India engaged in higher education, research, training and treatment aspects of Ayurveda.
- C. The Parties are desirous of strengthening their association in Ayurvedic Education, Training, Research, Popularization of Ayurveda in Malaysia, and hereby agree that a Memorandum of Understanding be drawn up as an initial step in this process. The parties intend that to these ends, the provisions of this Memorandum of Understanding shall be carried out in a spirit of good faith and good will.
- D. The Parties recognize that the implementation of this Memorandum depends upon intellectual interest, expertise of staff members, administrative interest and availability of financial resources.

Recalling the Memorandum of Understanding (MoU) between the Government of the Republic of India and The Government of Malaysia on 'Cooperation in the Field of Traditional Systems of Medicine' signed in Putrajaya, Malaysia on 27 day of October, 2010;

Noting the excellent ongoing collaboration in the field of Ayurveda, pursued through implementation of the decisions of the India-Malaysia Technical Committee on Traditional Systems of Medicine set up between the Ministry of AYUSH, Government of the Republic of India and Ministry of Health, Malaysia;

HAVE REACHED the following understanding:

1. The Parties agree to undertake to strengthen, promote and develop cooperation in the field of Education, Training, Research, Publication, and Popularization of Ayurveda System of Medicine etc. on the basis of equality and mutual benefit.
2. The programmes and activities envisaged under this Memorandum will be carried out by the staff members and students of the UTAR, the staff of NIA and any other mutually approved staff of other organizations.

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3. The co-operative relationships between the Parties may embrace activities in the following areas:

- (a) Joint design and delivery of formal Courses and informal Training programmes in the area of various aspects of Ayurveda Education, like introduction of Diploma, Degree and Post-Graduate Degree level Courses, Training Courses in various Panchakarma Therapies etc.;
- (b) The exchange of Faculty Members and Students (both Under-Graduate and Post-graduate);
- (c) Publications in areas of mutual interest;
- (d) Programmes involving the exchange of information and developmental material on a selected basis;
- (e) Joint sponsorship and conduct of conferences, workshops, seminars and training programmes;
- (f) Cooperative development and use of materials and facilities;
- (g) Research and extension programmes and projects;
- (h) Coordinated research and teaching, undertaken jointly or in collaboration with other institutions;
- (i) Scholarship programmes for students;
- (j) Other cooperative efforts as agreed upon from time to time.

4. The Parties shall, in writing, agree upon the financial arrangements, conditions and characteristics of each programme, project and activity.

5. The programmes, projects and activities proposed are subject to availability of resources and financial support.

6. When appropriate, the Parties may jointly pursue the attraction and mobilization of financial resources to execute any agreed programmes, projects and activities under this Memorandum.

7. Financial and/or funding considerations, including in-kind contributions, will be a collaborative effort between the parties.

8. Both parties acknowledge that any Intellectual Property Rights that subsist in either Party are and shall remain their respective properties and will be used by either Party with the written consent of the other and only for the sole purpose and duration of this Memorandum. Where Intellectual Property Rights arise as a result of this Memorandum, the Parties hereby agree to take such necessary action to enter into the relevant legal agreements to protect the creators of and subsequent owners of the intellectual Property Rights.

9. Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MOU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.

Commercialization: In case of research results obtained through joint activities under this MOU both (India) and (Foreign) parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

Publication: Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MOU will be jointly owned'

10. All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the Parties pursuant to this Memorandum shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain. This obligation shall continue to bind the parties hereto notwithstanding the termination of this Memorandum.

11. Both Parties agree to refrain from using the Emblem, Logo or Trademark of the other Party without first obtaining the written permission of that other Party to do so.

O.P. Dardhich

12. This Memorandum shall come into effect on the date of its signature of the Parties and shall remain in force for a period of 5 (five) years. Thereafter, it may be renewed subject to the mutual agreement of the Parties, confirmed in writing.

13. The Parties may modify this Memorandum by mutual written agreement. A Party wishing to make a proposal for modification of the Memorandum shall do so in writing to the other Party not less than ninety (90) days prior to the effective date proposed for such modification.

14. Either Party may terminate this Memorandum for what it considers to be just cause at any time upon six (6) months prior notification in writing to the other Party. In the event of such termination by either Party, such terminating Party will be required to satisfactorily discharge any liabilities that it has incurred up to the date of termination. Such termination may be taken only after due consultation with other Party in an effort to minimize potential inconvenience to the other Party and should not have an effect on activities in progress under the existing Memorandum.

15. This Memorandum is not intended to be a legally binding document, rather, it is meant to describe the nature and cooperative intentions of the Parties, and to suggest guidelines for cooperation.

16. To ensure the effective operation of this Memorandum, the Parties undertake to establish and maintain liaison contacts, and accordingly, have identified the following Persons to whom any communication about the operation this Memorandum is to be addressed:

For **UNIVERSITI TUNKU ABDUL RAHMAN**

Name: Ir. Prof. Academician Dato'
Dr. ChuahHeanTeik,
President/CEO

Address: UTAR, JalanSg. Long,
Bandar Sg. Long, Cheras,
43000 Kajang, Selangor D.E.
Malaysia

For **NATIONAL INSTITUTE OF AYURVEDA**

Name: Dr. Meeta Kotecha
Professor & Head
Department of Dravya Guna
(Materia Medica & Pharmacology)
Address: Madhav Vilas Palace,
Jorawar Singh Gate, Amer Road
Jaipur- 302002 (Rajasthan)
India

17. Any difference arising out of the interpretation, implementation or application of this Memorandum shall be settled amicably through consultation or negotiation between the Parties.

IN WITENSS WHEREOF, the undersigned being duly authorised thereto, by their respective parties, have signed this Memorandum.

Signed at Jaipur, India on 05 December, 2016 in two originals in the English language.

For and on behalf of the
UNIVERSITI TUNKU ABDUL RAHMAN

Name: **Tun Dr. Ling Liong Sik**
Designation: **Chairman, UTAR Council**

In the Presence of:

Prof. Dr. Yap Sook Fan
Deputy Dean
Faculty of Medicine and Health Sciences
Universiti Tunku Abdul Rahman

For and on behalf of the
NATIONAL INSTITUTE OF AYURVEDA

Name: **Prof. Sanjeev Sharma**
Designation: **Director**

In the Presence of:

Dr. Om Prakash Dadhich
Dean(Academic) and Associate Professor & Head
Department of Sharir Kriya(Physiology)
National Institute of Ayurveda