



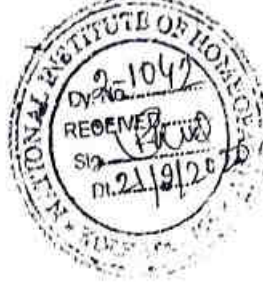
अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences Raipur (Chhattisgarh)
G. E. Road, Tatibandh,
Raipur-492 099 (CG)
www.aiimsraipur.edu.in

No. AIIMS/RPR/Acad/2020/2013

Date: 15.09.2020

To

Director
National Institute of Homoeopathy,
Ministry of AYUSH, Govt. of India
Block-GE, Sector-III,
Salt Lake, Kolkata - 700106



Subject: Regarding MoU between All India Institute of Medical Sciences Raipur and National Institute of Homoeopathy, Kolkata.

Sir/Madam,

With reference to above subject, Memorandum of Understanding between All India Institute of Medical Sciences (AIIMS) Raipur and National Institute of Homoeopathy has been signed by the Director, AIIMS Raipur and notarized by AIIMS Raipur.

MoU has been prepared in 02 copies in original. After notarization, 01 set of MoU (in original) is being sent to you for your reference.

Thanking you

With regards

S.P. Dhaneria
15-09-2020

Dr. S.P. Dhaneria
Dean (Academics)
AIIMS Raipur

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर
All India Institute of Medical Sciences, Raipur
(छत्तीसगढ़)
Raipur (Chhattisgarh)

Copy to:

1. Director, AIIMS Raipur.
2. Dr. Ashutosh Tripathi, Medical Officer, Dept. of Homoeopathy, AIIMS Raipur.

Dr. Suresh Kumar
21/9/2020



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Memorandum of Understanding (MoU)
Between

All India Institute of Medical Sciences, Raipur
And
National Institute of Homoeopathy, Kolkata



Preamble:

This MoU entered into and executed on the 09 day of SEP, 2020
between All India Institute of Medical Sciences Raipur (hereinafter called
"AIIMS Raipur") and National Institute of Homoeopathy (hereinafter called
"NIH Kolkata").

2.0 About AIIMS Raipur:

AIIMS Raipur is one of the six AIIMS like apex healthcare institutes being
established by the Ministry of Health & Family Welfare, Government of India
under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY). With the aim of
correcting regional imbalances in quality tertiary level healthcare in the country
and attaining self-sufficiency in graduate and postgraduate medical education and

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training. Vision of AIIMS Raipur is to establish a centre of excellence in medical education, training, health care and research imbued with scientific culture, compassion for the sick and commitment to serve the underserved.

Currently AIIMS Raipur is running courses mentioned below:

- Under Graduate Medical Education
- Post Graduate Medical Education
- Doctoral Courses
- Nursing Education
- Dental Education

2.0 About NIH Kolkata:

National Institute of Homoeopathy is an Autonomous Organization under the Ministry of AYUSH, Govt. of India. The Institute is affiliated to the West Bengal University of Health Sciences, Kolkata. Its hospital section consists of a 100-bedded IPD setup along with investigative facilities and caters around 2000 patients per day through its OPD setup. The mission of National Institute of Homoeopathy is to foster excellence in Homoeopathic Medical Education, Research and Patient Care.

NIH Kolkata presently conducts following courses

- Degree course in Homoeopathy viz Bachelor of Homoeopathic Medicine and Surgery [B.H.M.S.] and
- Post-Graduate course i.e. Doctor of Medicine in Homoeopathy [M.D.(Hom.)].

3.0 Purpose of MOU:

This MoU is signed between NIH Kolkata as First Party and AIIMS Raipur as second party. To achieve excellence in medical education, research and patient care are the common mission areas of both the institutes. The major purpose of this MoU is to establish a fruitful means to exchange knowledge, information and research, and to facilitate and enhance the interaction between two institutes towards common mission of achieving excellence in medical education, research and patient care. The MoU is aimed at facilitating collaboration towards advancement of knowledge and its application in practice on the basis of reciprocity, best effort, mutual benefit and frequent interaction. In this regard, NIH Kolkata and AIIMS Raipur agree to develop their academic links especially in the field of medical education, patient care and research under the principles of mutual understanding, common interest and mutually complementary activities. It is also understood that the detailed terms and conditions that guide each joint activity will be separately determined and agreed upon by the two institutes through an independent agreement or exchange of letters, if required. However, NIH Kolkata and AIIMS Raipur agree that they will be free to participate in other

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projects acting either individually or collectively.

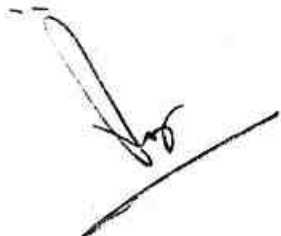
5.0 Scope of MOU:

NIH Kolkata and AIIMS Raipur hereby agree to collaborate:

a) Jointly Sponsored Research, Academic & Clinical activities:

- (i) Conduct joint research: Both institutes hereby agree to conduct joint researches for the common interest at regional and national levels to develop more effective methods in ways of applying the relevant knowledge already available for strengthening the National Health care system & its priority areas as well as basic and applied research for advancement of science which includes preparation of proposals and their implementation. The research can be disseminated via case studies, presentations, monographs, academic publications as well as books. The said institutions shall jointly agree about the methodology, individual participation and reporting of results of the particular joint research.
- (ii) Organize joint seminars, conferences and workshops: NIH Kolkata and AIIMS Raipur hereby agree to jointly conduct seminars, conferences and workshops, in areas of mutual interest. These events may be organized in NIH Kolkata or/and AIIMS Raipur or somewhere else, as per the mutual consent of both the institutes.
- (iii) NIH Kolkata and AIIMS Raipur agree to utilize their expertise for the development of AYUSH Department in AIIMS Raipur generally and Homoeopathy Department in particular so that opportunities for fruitful and effective integrative medical research and education may be created and a collaboration between contemporary medicine and AYUSH systems of medicine especially Homoeopathy may be utilized for the benefit of society as a whole.
- (iv) NIH Kolkata and AIIMS Raipur further agree to investigate ways of identifying and inviting experts from the other Institutions/organizations to participate in ongoing clinical, research & academic activities of mutual interest. It is anticipated that the terms and conditions for such participation would be worked out through mutual agreement between the invited expert member (s) and the organization extending the invitation.
- (v) NIH Kolkata and AIIMS Raipur shall work towards providing technical and consultancy services for monitoring, evaluation, documentation of process of academic / clinical / research project implementation on mutually agreed terms and conditions. This will be applicable only to

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projects jointly implemented by both the partner institutions which shall also take the responsibilities of documenting the proceedings and publishing it in form of books by national and international publishers acknowledging copy right and contribution of both the partner institutions.

- (vi) Joint Mobilization of Fund and Grant: NIH Kolkata and AIIMS Raipur agree towards joint mobilization of grant and fund from different donor agencies identified by both the parties from time to time. This will be done through approaching appropriate donor agencies and Government Departments and following their grant guidelines and application forms for implementing collaborative research and health care projects, publications, conferences, workshops and seminars.

b) Publication of Books and Journals:

NIH Kolkata and AIIMS Raipur agree to mobilize resources and fund to jointly publish books and Journals on the thematic areas of mutual interest. Both the partner institutes agree to respect each other's rights to intellectual property. All background IP used in connection with this MoU shall remain the property of both the partner institutions.

- c) Developing reference material, training methods and services: Both the institutes also agreed to develop methods and materials for training in the fields of mutual interest. NIH Kolkata and AIIMS Raipur will work together to develop tools, techniques and methodologies for research and evaluation, and also to carry out evaluation of plans, programs and projects in related fields.

d) Offering Advisory / consultancy services: NIH Kolkata and AIIMS Raipur would also collaborate to offer advice / consultancy to external parties on a variety of issues which would be mutually agreed upon. The institutions shall jointly agree about the formulation, delivery and return benefits from the advisory / consultancy services to external parties.

Use of logo of both the partner agencies for national workshops, seminars and conferences jointly hosted by these partner agencies shall be allowed.

- f) To encourage any other activities that both the institutions agreed to be on mutual benefit and public interest in health sector.

6.0 General Terms and Conditions:

- (a) This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.
- (b) The implementation of this MoU shall be within the parameters of the policies, rules and regulations of both the institutions.
- (c) The parties to this MoU may, by mutual consent, add, modify, amend, delete, review or revise any term(s) and condition(s) of this agreement.

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- (d) The parties to this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the other institution, which is classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- (e) This MoU does not obligate either NIH Kolkata or AIIMS Raipur to provide funds and/or resources from its own or other sources unless agreed to in writing.
- (f) The MoU shall remain in force for a period of five years from the date of its signature and seal, and may be terminated by either side by giving a 3 months' notice to that effect in writing. However, notwithstanding the notice of the intent to terminate the memorandum, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.
- (g) Once terminated, neither NIH Kolkata nor AIIMS Raipur will be responsible for any losses, financial or otherwise, which the other institute may suffer. However, while terminating, both the parties shall ensure that all activities in progress be allowed to undergo logical / successful end.
- (h) Extension of MoU: Any extension of this MoU must be formally agreed in writing by the partners of MoU.
- (i) Resolution of Dispute: Should there be a dispute relating to any other aspect of research collaboration and cooperation, the respective Heads / signatories / authorized representatives of the partner organizations will jointly resolve the dispute in spirit of Independence, mutual respect and shared responsibility. However, in case of failure to reach a settlement, the dispute shall be resolved by way of arbitration under the provisions of Indian Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Raipur. The decision will be binding on both the parties. The courts at Raipur shall have the exclusive jurisdiction in case of any dispute between the parties.
- (j) Research Cell: To ensure accountability and speedy implementation of the projects, Research cell of both the Institute will take appropriate steps, so that more numbers of projects can be finalized in time.
- (k) Mutual and separate responsibilities: Both the parties have agreed to the following terms regarding their mutual and separate responsibilities.

Mutual Responsibilities: All logistic support for the joint research, clinical and academic collaborations will be as per the policy of the both institute. Any other logistic requirement for the mutually identified/ agreed upon specific research project shall be delineated as per the need and provided as per the mutual decision & approval of the competent authority of the respective organizations. It has been agreed to by the parties that the cost of secretarial and clerical personnel, technicians and other scientific support personnel will be borne by the employer

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of such personnel. However, where mutually advantageous, costs of support personnel may be borne by one organization, which may enter into an agreement with the other, subject to the regulations of each, for the supply of certain services, equipment and other recurring demands. The cost related to travel/ lodging of the personnel from either the organizations for the research projects/training shall be borne by the employer of the personnel.

Separate Responsibilities: Specific separate responsibilities of the Institute shall be determined and clearly stated based on the merit of the project undertaken.

Common Responsibilities of both partners and they shall provide:

- i. Guidance for establishment of clinical, academic and research infrastructure as required.
- ii. Training in research to UG and PG students/faculties.
- iii. Guidance and technical support in capturing clinical data in research mode and in a methodical manner.
- iv. Identify, provide technical support to develop specific research protocols to take up specific collaborative research projects as feasible.
- v. Supervision of research, academic and clinical projects.
- vi. To carry out other responsibilities that both the institutions agreed to be on mutual benefit.

(h) IPR and Publication issues: The investigator or staff employed for the research projects shall not obtain intellectual property rights without prior approval of the either or both Institutes, as applicable. The parties have agreed to consult each other for any publication in respect of the any collaborative projects under this agreement. The contributors from both Institutes will be included as authors or their contribution will be duly acknowledged as per guidelines for authorship at the time of publication of manuscripts.

(m) Force Majeure: As agreed by both the parties, neither of them shall be held responsible for non-fulfillment of their respective obligations under this agreement due to exigency of one or more of the events such as but not limited to acts of God, war, flood, earthquake, epidemics, riots, civil commotion and things like that provided that the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing within 01(one) month of such occurrence or cessation. If conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

(n) Notices: All notices and other communications required to be served under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to one party by the other party in their registered addresses.

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IN WITNESS WHEREOF, THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVES
HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING AT RAIPUR ON THE DAY,
MONTH & YEAR MENTIONED ABOVE.

For and on behalf of NIH Kolkata

Subhas Singh

Dr. Subhas Singh

Director
National Institute of Homoeopathy
Sciences
Kolkata, WB

For and on behalf of AIIMS Raipur

[Signature]

Prof (Dr.) Nitin M. Nagarkar

Director & CEO
All India Institute of Medical

Raipur, CG

Witnesses:

Paul

Signature:

Name: Dr. Swapan Paul
Designation: Lecturer
NIH Kolkata

ATTESTED

[Signature]
C. P. SHARMA
NOTARY
RAIPUR (C.G.)
INDIA

Reg. No. - 2931

29 SEP 2020

[Signature]
Signature:

Name: Dr. S. P. Dhaneria
Designation: Dean (Academics)
AIIMS Raipur



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