



## **MEMORANDUM OF UNDERSTANDING**

(Hereinafter called 'MOU')

### **on Academic Cooperation**

### **for collaborations in Medical Education, Clinical Research and Training**

Between

The All India Institute of Medical Sciences (AIIMS) having its principal office at Ansari Nagar, New Delhi-110029, India (Hereinafter referred to as 'AIIMS').

And

Swami Vivekananda Yoga and Anusandhana Samsthana (S-VYASA)

Hereinafter AIIMS and the Swami Vivekananda Yoga and Anusandhana Samsthana (S-VYASA) are also referred to separately as 'Party' or collectively referred to as 'Parties'.

WHEREAS:

- Swami Vivekananda Yoga and Anusandhana Samsthana (S-VYASA) engaged in research and education in a variety of fields including Health, Medicine and Life Sciences, in particular the areas of Public Health and Ayurveda, Yoga and other Indian Alternative Medicine systems, clinical care in conjunction with conventional modern medicine.
- AIIMS is an autonomous institute established through an act of Parliament to serve as a nucleus for nurturing excellence in all aspects of health care: developing educational facilities of the highest order in all branches of medicine and allied sciences, promotion of basic and clinical research towards preventive, promotive and curative aspects and providing comprehensive health care of the highest order.
- The Parties recognize the value of cooperation and have agreed to further explore possibilities for mutual cooperation in the area of education and research,
- The Parties agree to implement the MOU under the terms and conditions hereinafter set forth.
- The Parties agree that while currently the educational and research cooperation has been focused in the areas mentioned, in the future it may be extended to other areas by mutual agreement.

### **INTRODUCTION**

The two parties recognize the cooperative efforts on clinical research, medical education and training, in order to accelerate the on-going work in these areas and bring about improvements in epidemiological practices, clinical disease profile and training and faculty exchanges.



THEREFORE, the Parties agree as follows:

## **Article 1 OBJECTIVE**

The objective of the cooperation is to make possible and to initiate institute academic cooperation between both Parties based upon principles of mutual equality and the reciprocity of benefits.

The two parties agree to meet the following objectives through this MOU:

- 1. The Establishment of an AIIMS Centre for Integrative Health Care at AIIMS with technical support from S-VYASA.** The AIIMS Centre for Integrative Health Care shall
  - a. Identify areas of research; immediate, medium and long term;
  - b. Develop a policy perspective for use in the fields of yoga, cardiac care, physiology, cancer research, geriatric medicine, dental education, infectious diseases, ayurveda, Indian medicine systems, clinical care in conjunction with conventional modern medicine.
  
- 2. Scientific Research collaborations in areas identified:**
  - a. Promote development of new affordable technologies;
  - b. Introduction of the available technologies in the system and provide support for diffusion of the technologies into the social system.
  - c. To fulfil this joint efforts would be undertaken for research work and its translation to public health in India, with specific focus on research in diseases unique to India.
  - d. To jointly design clinical trials;
  - e. To collaborate for joint development and evaluation of vaccines, diagnostics, bio-markers, therapeutics etc;
  - f. Coordinate and collaborate for translational research in identified areas.
  
- 3. Co-design and co-develop research laboratories/ facilities for clinical research and prevention of diseases**
  
- 4. Co-creating a state of art bio-bank with well annotated specimens**
  
- 5. Jointly support and forge partnerships with industry for the development and evaluation of products for public health through public – private partnerships within the framework of AIIMS rules and guidelines.**

## **Article II SCOPE OF ACTIVITIES**

The scope of activities of the cooperation shall include:



#### A. RESEARCH

The Parties will seek opportunities to enhance cooperation in research in areas of mutual interest. The details of specific proposals will be determined by the mutual agreement of relevant faculties of both Parties. At present, the areas of particular interest include the role of yoga in the development of Biopharmaceuticals, chronic disease biology, mental health and neurosciences, oncology and biomedical research in relation to organ and hematopoietic stem cell transplantation. The research projects will be so designed to encourage mutual cooperation, exchange visits, technology updates and transfer of data sharing for producing effective documents for publications and patenting. The form of cooperation may vary with the goal of each project. A clause concerning intellectual property is addressed in Article IV.

#### B. EDUCATION

The Parties aim to develop and offer yoga, medical and scientific education of the highest quality that adequately addresses human resource needs of the society. This is to be achieved by applying innovative student-centered outcome-based learning methodologies. The Parties intend to share knowledge, experiences and educational research results and to support each other in furtherance of educational development. Among other things this mutual support may relate to curriculum development, the development and application of innovative methodological approaches such as problem-based learning, student assessment, educational quality assurance, and program content development, internationalization of the curriculum, student support service, and management of education.

#### C. ACADEMIC STAFF AND CAPACITY BUILDING

Depending on the availability of appropriate funds, visits by academic staff members will be encouraged for the mutual benefit of both Parties. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in teaching and research and capacity building of trained manpower. Both parties will work towards developing suitable models for encouraging exchange visits of the academic staff on two sides through theme based joint projects for covering the costs involved. In the absence of any specific agreement to the contrary, all expenses of salary, insurances, travel and living and allied costs will be the responsibility of the visiting scholar's home organization.

The host organization will provide the normal services for visiting scholars including library and other academic related facilities. The host Party will also assist, as far as possible, in arranging accommodation for the visiting scholar in matters of immigration, residence permits or authorizations for temporary stay, healthcare, language and local customs.



This should include

- a. Offering joint clinical and research fellowships;
- b. Building capacity within the AIIMS in translational research with strong networking;
- c. Opening the facility and infrastructure to scientists identified under the jointly agreed programs;
- d. Jointly support competence building through short-term trainings, in the identified research areas and clinical trials skills that are critical for development of new technologies

### **Article III CONTRIBUTION BY THE PARTIES**

The Parties will, in accordance with the prevailing laws and regulations in their respective country, and subject to personnel and budget limitations:

1. Seek finance of joint activities from sources available to them;
2. Provide necessary funding to assist in the implementation of activities as jointly agreed upon;
3. Assign qualified faculty, scientists and other experts to assist in the implementation of activities under this MOU.

### **Article IV INTELLECTUAL PROPERTY RIGHTS, RESULTS AND PUBLICATIONS**

Intellectual property rights on any information which already exists prior to this cooperation or which is not the result of this joint collaboration remain the property of the Party which provides the information, unless explicitly agreed otherwise in writing between the Parties.

An agreement on the intellectual property rights shall be drawn up separately in accordance with the laws of the land for all intellectual property rights, results and publications which are jointly generated as a result of the cooperation between the Parties. All intellectual property rights and their costs will be shared jointly through mutual discussions

All (raw) data resulting from joint research projects, including PhD programs, between the Parties which constitute the basis for joint publications must be available for storage in the repository of each Party.

All publications and other reports brought out under the aegis of this MOU shall be jointly credited to both the parties in accordance with ICMJE guidelines.

### **Article V SETTLEMENTS OF DIFFERENCES**

Any differing viewpoints and interpretations of this MOU shall be settled by mutual consultation or negotiation.



#### **Article VI SEVERANCE**

If any part of this MOU is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:

1. Will be read, if possible, in a way so that it becomes valid and enforceable; or
2. Will be severed from this MOU to the extent that the remaining parts of this MOU will remain in full force and effect.

#### **Article VII NO AGENCY AND NO ASSIGNMENT**

1. This Agreement shall not constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name, or on behalf of the other Party.
2. This MOU shall not be assigned or transferred by either Party without the prior written consent of the other Party.

#### **Article VIII LIABILITY**

It is understood and agreed by the Parties that neither of them will incur any liability nor be responsible for any costs, damages or expenses whatsoever, which either of them may incur directly or indirectly in relation to the matter arranged in this MOU or any termination thereof.

#### **Article IX AMENDMENTS, DURATION AND TERMINATION**

1. Any amendments to this MOU can only be made in writing, after consultation and mutual consent of the Parties. Such amendments, once approved by the Parties, will become part of this MOU.
2. The MOU shall take effect on the date on which this MOU is signed by both the Parties.
3. The MOU shall remain in force for a period of 5 years from the date of commencement as mentioned in this article, subsection 2. The MOU may be extended by mutual consent of the Parties.
4. The MOU may be terminated by either Party by written notice at least twelve months in advance to the other Party. The event of termination will not affect participants already engaged in this cooperation from completing their activities at the host Party.
5. The termination of this MOU will not affect validity or duration of any legally binding obligations of confidentiality, ownership of IP rights or any implementing arrangements made under this MOU.

#### **Article X MATTERS NOT PROVIDED IN**

If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, Parties to this agreement shall consult with each other for each instance and resolve such doubts in good faith.

#### **Article XI COMMUNICATION**

Any notice or request given or made by one Party to the other under this MOU shall be in writing in the English language and shall be addressed by all means to the Party's principal office as is designated in writing hereinafter.



This MOU is without prejudice to cooperation being undertaken in all existing processes pursuant to other arrangements between the parties in the field of clinical and health research.

Authorized representatives of the Parties shall sign two original Memorandum of Understanding documents. Each Party shall hold one original signed MOU, with both documents being equally authentic.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

Signed

**For AIIMS, New Delhi**

**For S-VYASA**

**Prof Dr Mahesh Misra  
Director, AIIMS**

**Dr H.R. Nagendra  
Chancellor, S-VYASA**

**DATED MARCH 15, 2015, NEW DELHI**