

MEMORANDUM OF UNDERSTANDING

BETWEEN



**CENTRAL COUNCIL FOR RESEARCH IN AYURVEDIC SCIENCES (CCRAS),
NEW DELHI**

AND



**INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR),
NEW DELHI**

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This memorandum of understanding (MoU) entered into and executed on 20th February 2015 between **CENTRAL COUNCIL FOR RESEARCH IN AYURVEDIC SCIENCES (CCRAS)**, a society registered under the Societies Registration Act 1860, having its office at 61-65, Opp 'D' Block, Institutional Area, Janakpuri, New Delhi of the first part

AND

INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR) a society registered under the Societies Registration Act 1860, having its office at V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi 110023, India of the second part

Whereas, CCRAS, New Delhi an autonomous body under Ministry of AYUSH, Govt. of India, is apex body in India for undertaking, co-ordinating, formulating, developing and promoting research on scientific lines in Ayurvedic sciences. The activities are carried out through its 30 Institutes/Centres/Units located all over India and also through collaborative studies with various Universities, Hospitals and Institutes. The research activities of the Council include Medicinal Plant Research (Medico-ethno botanical Survey, Pharmacognosy and Tissue Culture), Drug Standardization, Pharmacological Research, Clinical Research, Literary Research & Documentation, Reproductive & Child Health Care Programme and Tribal Health Care Research Programme.

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Whereas, ICMR, New Delhi is the apex body in India for the formulation, coordination and promotion of biomedical research and engaged in conducting research and development of National Health Priorities such as control and management of communicable diseases, fertility control, maternal and child health, control of nutritional disorders, developing alternative strategies for health care delivery, containment within safety limits of environmental and occupational health problems, research on major non-communicable diseases like cancer, cardiovascular diseases, blindness, diabetes and other metabolic and hematological disorders, mental health research, drug development with special reference to drug discovery clinical trials and traditional medicine in a number of research institutions spread all over the country. ICMR agreeable to enter into the aforesaid MoU to improve the quality of research carried out under the Ayurveda system as well as to bring in more visibility to Ayurveda medicine.

Both CCRAS and ICMR realize that in current context, working together is the essential part for the success and will be useful for mainstreaming of Ayurveda etc. Therefore, both are desirous to enter into a research and development agreement so that value can be added to existing clinical trial protocols, standardization of formulations and medicinal plants and then quality control which can be conducted in appropriate settings by qualified and trained personnel of both organizations who understand the essential requirements and issues concerning bioethics and all interventions involving Ayurvedic systems of Medicine. Therefore, both the parties here to agree to undertake responsibility as follows:

1.0 Responsibilities of CCRAS

- 1.1 CCRAS agrees for collaborative research programmes with ICMR in mutually identified research areas including technical inputs for development of Protocols for all the collaborative research.
- 1.2 CCRAS agrees to collaborate for its work related to preclinical toxicity.
- 1.3 CCRAS along with ICMR shall make use of the mechanism of several joint workshops/Seminars/conferences/Trainings etc. to identify key areas where research work can be intensified.
- 1.4 CCRAS along with ICMR may utilize the expertise of each other by scientists exchange program.
- 1.5 Any other responsibilities assigned during the meeting by joint monitoring and implementation committee.

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2.0 Responsibilities of ICMR

- 2.1 ICMR agrees for collaborative research programmes with CCRAS in mutually identified research areas including technical inputs for development of Protocols for all the collaborative research
- 2.2 ICMR agrees to conduct joint clinical trial trainings and collaborate with Institutes of CCRAS and cost will be borne by them
- 2.3 Any other responsibilities assigned during the meeting by joint monitoring and implementation committee.

3.0 Joint Implementation and Monitoring Committee

- 3.1 CCRAS and ICMR agree to have in place a task force which will also act as monitoring Committee for the purpose of this MoU.
- 3.2 All the above-mentioned information will be shared between both the Council's under good faith & non-disclosure agreement and will not be used anywhere else without permission of the partner Council and after final decision of the monitoring Committee.
- 3.3 The task force shall monitor the collaborative work on a regular basis. It shall oversee and assess the responsibilities and performance of both the parties and suggest mechanism to achieve the objectives set up under this MoU.
- 3.4 ICMR/CCRAS Task Force shall meet at least twice in a year. .
- 3.5 The IPR/Commercialization/Publication of the research outcomes will be decided jointly by both the Councils by the mutual consent through the Monitoring Committee.
- 3.6 A separate MoU will be entered into if there is any collaboration with other partners like University, Industry, etc.

4.0 Period of MoU

- 4.1 This MoU shall be valid for a period of five years from the date of signing the agreement, and its extension, continuation or otherwise shall be jointly decided by CCRAS and ICMR 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.
- 4.2 Not with standing anything stated in 4.1, the MoU may be terminated by either party after giving a notice of 60 clear days provided that this clause will be operative only

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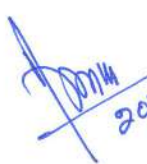
if either party violates the terms of MoU or if the parties feel that no useful purpose would be served in further continuing it either due to change in circumstances or change in constituting parties.

5.0 Arbitration

5.1 In the event of any dispute or differences between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such a resolution is not possible, then only the unresolved portion of the dispute or differences shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act 1996.

IN WITNESS WHEREOF, both the 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.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED "CCRAS"
BY THE HAND OF
DIRECTOR GENERAL, CCRAS

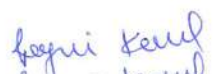

20th Feb 2015

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED "ICMR"
BY THE HAND OF
DIRECTOR GENERAL, ICMR



(V. N. KATOCH)

WITNESSES:

1. Signature: 
Name: VISHAY KUMAR
Address: ICMR, W-Delhi

2. Signature: 
Name: Rajni Kaul
Address: ICMR, Delhi

WITNESSES:

1. Signature: 
Name: N. S. RIKAWAT
Address: CCRAS

2. Signature: 
Name: DR. A. K. MANGOO
Address: CCRAS