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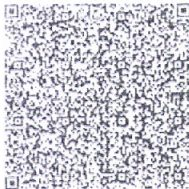
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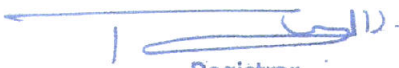


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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

UTTARAKHAND AYURVED UNIVERSITY, DEHRADUN

AND

UTTARAKHAND OPEN UNIVERSITY, HALDWANI

This Memorandum of Understanding (herein after referred to as 'MOU') entered on the \_\_\_\_\_ Day of \_\_\_\_\_ 2022 at Dehradun/Haldwani by and between:

UTTARAKHAND AYURVED UNIVERSITY, DEHRADUN (UAU), A State Government University situated at Harrawala, Dehradun hereinafter referred to as, The First Party (this expression includes its successors, executors and permitted assigns).

AND

UTTARAKHAND OPEN UNIVERSITY, HALDWANI (UOU), A State Government University situated at Teenpani Bye Pass Road, Haldwani hereinafter referred to as, The Second Party (this expression includes its successors, executors and permitted assigns).

PREAMBLE


WHEREAS, The First Party Uttarakhand Ayurved University (UAU) Dehradun offers courses/programs at undergraduate level and postgraduate level such as BAMS, MD/MS, PhD, etc. and is also engaged in research, design and development and consultancy in various fields such as Ayurveda, Herbal Medicine, Medicinal Plants, Biomedical Sciences, Clinical Studies, etc.

WHEREAS, The Second Party Uttarakhand Open University (UOU), Haldwani offers courses/programs at undergraduate level and postgraduate level such as BA, BSc, MA, MSc, PhD, etc. and is also engaged in research, design and development and consultancy in various fields such as Applied and Basic Sciences, Arts and Humanities, Management, Environmental Sciences, etc.

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between UAU Dehradun and UOU Haldwani for enhancing, within the two universities, the availability of highly qualified manpower in sciences without any prejudice to prevailing rules and regulations in UAU and UOU and without any disregard to any mechanism evolved and approved by the competent authorities of both the universities in so far as such mechanism applies to UAU and

  
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UOU. The areas of cooperation including introduction of new courses can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

Both UAU and UOU shall encourage interaction between the scientists, research fellows, research scholars, faculty members and students of both the organizations through the following arrangements:

- a) To provide opportunity of double degrees as per UGC guidelines, UOU will open a study Centre in the campus of UAU. UOU will offer admissions in various programs as per provisions;
- b) Joint certification of the programs designed and approved by the statutory bodies of both the University as per UGC guidelines to cater the needs of the prospective learners.
- c) Exchange of personnel through limited periods as mutually agreed upon;
- d) Sponsoring or supporting student projects / fellowships
- e) Sponsoring or supporting research projects which may be carried out, in whole, at UAU or at UOU or jointly in both Institutions.
- f) Organization of joint conferences and seminars;
- g) Practical training of UOU students at UAU and vice versa;
- h) Joint guidance of student projects in various areas such as Traditional Medicine, Herbal Medicine, Medicinal Plants, Biomedical Sciences, Clinical Studies, Environmental Sciences, Basic Sciences, Applied Sciences, and other areas of national interest at UAU and/or UOU on mutually agreeable terms as listed below:
  - i) If the student(s) are allotted a research supervisor from UOU faculty, a faculty member or research scientist at UAU may be appointed a co-research guide for a student registered for PhD/ Masters' degree at UOU in accordance with academic regulations formulated by UOU and / or University Grant Commission of India.
  - ii) If the student(s) are allotted a research supervisor from UAU faculty, a faculty member or research scientist at UOU may be appointed a co-research guide for a student registered for PhD/ Masters' degree at UAU in accordance with academic regulations formulated by UAU and / or competent body viz. National Commission for Indian System of Medicine (NCISM) (Ministry of AYUSH).
  - iii) The students will carry out their research work/ project at UAU and/or UOU depending on facilities and requirements.
  - iv) There will be no restrictions on the contents of the project dissertation and on publication of results of the same, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
  - v) Both UAU and UOU will be free to independently carry out follow-up research on the project work conducted under this scheme.
  - vi) If the outcome of a project related to product development, Process, technology and design etc. which involves matter of secrecy and concern with security of the State and any of the two countries, the same will not be allowed for publication/printing in any form such as Electronically/ verbal etc. If the outcome of a project results into an

  
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*intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty, etc. by the parties under the law will be decided on case to case basis after mutual consultation.*

### **ARTICLE-III: SHARING OF FACILITIES**

- a) UAU and UOU shall make provisions to share their respective important R&D facilities/Lab facilities in order to promote academic and research interaction in the areas of cooperation. The faculty and research scholars/project fellows of both the organizations may be allowed to avail the research facilities with minimal cost (as decided by the concerned department of the university) or without any cost in the area of cooperation.
- b) UAU and UOU shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- c) UAU and UOU shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between UOU and UAU shall be coordinated by a coordination committee appointed by the Vice Chancellors/ competent authorities of both the Institutions.
- b) Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record in each case after due approval from heads of both the Institutions.


### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of 10 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students/research scholars/project fellows who have been admitted to pursue a programme under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of UAU and UOU.

### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

  
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## ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both UAU and UOU will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both UAU and UOU shall bind their respective personnel who come into possession or knowledge of -any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both UAU and UOU shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

**Confidential Information** shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the-public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India, Laws of Uttarakhand and be subject to the jurisdiction of the courts at competent courts in Uttarakhand or High Court of Uttarakhand.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the




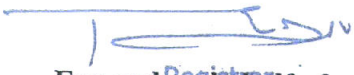
dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Dehradun or Haldwani and Language of arbitration shall be English.

#### ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both UAU and UOU shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of the other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right of remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

  
For and on behalf of  
Uttarakhand Ayurved University

  
For and on behalf of  
Uttarakhand Open University  
Haldwani (Nainital)

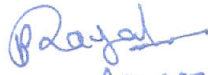

Name: 


Name: Professor P.D. Pant

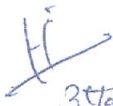
Position: उपकुलसचिव (उ-)

Position: Registrar

#### Witnesses

1.   
Associate Professor  
UOU, Haldwani
2. 

  
सहायक क्षेत्रीय निदेशक  
बागेश्वर

2.   
उपकुलसचिव UAU