



தமிழ்நாடு தமில்நாடு TAMILNADU

22 OCT 2024

*M. Ganapathy*

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**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED ON THIS 6<sup>th</sup> DAY OF NOVEMBER 2024

BETWEEN

SRI JAYENDRA SARASWATHI AYURVEDA COLLEGE & HOSPITAL (DEPARTMENT OF AYURVEDA, SRI CHANDRASEKHARENDRA SARASWATHI VISWA MAHAVIDYALA) functioning at 4/295, Chennai-Bangalore Highroad, Nazrathpet, Chennai – 600 123, represented by its authorized signatory Dr.Chittaranjan Das, Principal i/c, (hereinafter called “SJSACH”) which expression shall where the context so admits includes its successors in interest and permitted assigns as the **FIRST PARTY**.

AND

INDIAN INSTITUTE OF TECHNOLOGY MADRAS, a statutory body constituted under the Institutes of Technology Act 1961, functioning at its premises at Sardar Patel Road, Chennai 600036 represented by the Dean, IC & SR, duly authorized by the Director, IIT Madras (hereinafter called the “IITM”) which

*[Signature]*

*[Signature]*

*[Signature]*

expression shall where the context so admits includes its successors in interest and permitted assigns as the **SECOND PARTY**.

Sri Jayendra Saraswathi Ayurveda College & Hospital, Nazrathpettai, Chennai and the Indian Institute of Technology, Madras have agreed to the following protocols governing their collaboration on research related activities.

## **1. SCOPE**

The terms and conditions governing this MOU are more specifically described in Annexure – 1 to this MOU.

The scope of collaboration on research activities in this Memorandum of Understanding includes the following categories.

- Research collaboration in the areas of mutual interest.

Faculty from both institutions will collaborate in the supervision of joint research in disciplines of mutual interest. All such joint research activities will be governed by the terms laid out in Annexure 2.

- Sponsorship of joint seminars and workshops related to research areas of mutual interest

## **2. CONFIDENTIALITY**

Any and all material shared during the course of the Projects are confidential, including but not limited to the recommendations, information being shared, results, technology, hardware or software design, data, know how, trade secret, architecture, material, documents etc. (the “Confidential Information”) and they shall not be made public or shared with any other party, without the prior written consent of the other Parties to this agreement or the Party to whom such Confidential Information belongs. Parties shall also enter into an appropriate non- disclosure agreement before the commencement of every Project.

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### 3. LIABILITY & DISCLAIMER

- 3.1.1 IITM makes no representations, conditions, or warranties, either express or implied, with respect to the Intellectual Property developed under this MOU. In no event shall IITM have any liability to the other Parties for any damages whatsoever (including but not limited to indirect, speculative, special or consequential damages) whatsoever arising out of or in connection with this MOU.
- 3.1.2 Notwithstanding anything to the contrary contained in this Agreement, both parties to this MOU, do not provide any guarantee, warranty or indemnity in connection with the Results/Reports/Analysis/Designs or specifications provided under this Agreement which are based on the conditions prevailing at that relevant point of time and the inputs received by the Consultant or client. Further neither the Consultant nor the Institute shall be in any manner liable for the use of the Results, any performance, negligence or the failure to perform on the part of the Architect, Client, builder, engineer, sub-contractors, employees or workmen, any third party or its group companies or any employee or workmen of these parties or any other third party involved in the design, construction or restoration project. The obligations contained in this paragraph shall survive expiration or termination of the Agreement.

### 4. COMMENCEMENT, RENEWAL, TERMINATION AND AMENDMENT

This MoU will come into force upon affixing the signatures of the representatives of IITM and SJSACH and will remain in effect for 5 years. This MoU may be renewed upon its expiry with mutual agreement of both the parties.

If either party wishes to terminate the MoU at the end of 5 years, it must notify the other party at least 6 months before the date on which this MOU expires.

This MoU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by exchanging letters between the two parties.



## 5. DISPUTE RESOLUTION

The Parties shall resolve any dispute amicably through mutual discussions through their authorized representatives.

IN WITNESS THEREOF, the duly authorized representatives of the Parties have caused this MoU to be executed on the date first written above.

<p style="text-align: center;"><b>INDIAN INSTITUTE OF TECHNOLOGY MADRAS</b></p> <p style="text-align: center;"></p> <p>Signature: _____ Name: Prof. Prathap Harilal Title: Dean Academic Courses</p> <p style="text-align: center;">भारतीय प्रौद्योगिकी संस्थान मद्रास Indian Institute of Technology Madras चेन्नै / Chennai 600 036</p>	<p style="text-align: center;"><b>SRI JAYENDRA SARASWATHI AYURVEDA COLLEGE &amp; HOSPITAL</b></p> <p style="text-align: center;"></p> <p>Signature: _____ Name: Dr. Chittaranjan Das Title: Principal</p> <p style="text-align: center;">PRINCIPAL SRI JAYENDRA SARASWATHI AYURVEDA COLLEGE &amp; HOSPITAL (Dept. of Ayurveda of SCSVMV Deemed to be University NAZARATHPET, CHENNAI - 600 123</p>
<p><b>Confirming Party</b></p> <p style="text-align: center;"></p> <p>Signature: _____ Name: Prof. Bobby George Title: Professor, Department of Medical Sciences and Technology</p> <p style="text-align: center;">मुख्य / HEAD चिकित्सा विज्ञान एवं प्रौद्योगिकी विभाग Department of Medical Sciences and Technology भारतीय प्रौद्योगिकी संस्थान मद्रास Indian Institute of Technology Madras चेन्नै / Chennai - 600 036</p>	<p><b>Witness -</b></p> <p style="text-align: center;"></p> <p>Signature: _____ Name: SRI JAYENDRA SARASWATHI Title: VICE PRINCIPAL ADMINISTRATION</p> <p style="text-align: center;">VICE PRINCIPAL ADMINISTRATION SRI JAYENDRA SARASWATHI AYURVEDA COLLEGE &amp; HOSPITAL (Dept. of Ayurveda of SCSVMV Deemed to be University) NAZARATHPET, CHENNAI - 600123.</p>

## Annexure 1

1. Scholars pursuing post-graduation at SJSACH may attend joint seminars, workshops related to areas of mutual interest. In addition, they may also follow their thesis work at IITM.
2. The host institution of students in this exchange program shall not levy tuition fees. However, the home institution may continue to charge fees as applicable.
3. Participants will be subjected to the rules and regulations of the host institution and specific rules and regulations, if any.

### **Selection and Nomination of students for research**

The selection and nomination of students interested in research are open throughout the academic year. The student information should be accompanied by the following:

- Curriculum vitae
- Statement of recommendation from the head of the department and guide/faculty of SJSACH.
- A specific outline of the research study at the host institution and a statement of objectives of the students concerning his/her research.

When the home institution forwards a nomination, its presumed that the sending institution considers the research scholar suitable for the proposed joint research activity and consents to the send the research Scholar if selected by the host institution. The host institution will evaluate the nomination and determine their suitability for selection under the student exchange program.

Where the exchange scholar is pursuing a research or implementation project as part of B.S, M.S, MD (Ayu),MS (Ayu), the host institution will provide a suitable faculty member to jointly assist(along with the supervisor in the parent institution) the exchange scholar in formulating research project or jointly supervising the exchange scholar if a research project has already been identified.

The host institution will inform the home institution of any academic or other problems that may arise during the student's research activity in the host institution. The host institution will take appropriate action under its established policy and procedures in consultation with the home institution to deal with such problems.

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## Annexure 2

1. Proposal for collaborative research under this memorandum will be submitted with the prior approval of the Head of each institution or their nominee.
2. Each institution will nominate one of its members as its representative in charge of the cooperative program. Individual programs of work under this memorandum will be jointly planned and conducted by the nominees of both parties.
3. Progress of work of any individual program will be reviewed and approved by designated authorities of both parties.
4. The final approval of any project will depend on the availability of guaranteed support funds.
5. Neither Sri Jayendra Saraswathi Ayurveda College, Chennai nor the Indian Institute of Technology Madras will be held responsible for any liability to the other party. Neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this agreement relates.
6. Every collaboration will have its agreement/contract, which addresses issues such as IPR, funding patterns, disclosure of information etc.

