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: Article 5 General Agreement

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY

BAKSON HOMOEOPATHIC MEDICAL COLLEGE, GAUTAM BUDHA NAGAR, UTTAR PRADESH



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MEMORANDUM OF UNDERSTANDING

Between

CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY, NEW DELHI

And

BAKSON HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL, GREATER NOIDA

This memorandum of understanding (MoU) is entered into and executed on, April 10, 2023 between CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY, NEW DELHI, a society registered under the Societies Registration Act 1860, having its registered office at, Jawahar Lal Nehru Bhartiya Chikitsa Avum Homoeopathy Anusandhan Bhawan, 61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi – 110058 (hereinafter referred to as 'CCRH') as the context permits through its Director General.

CCRH, through its network of Institutes/Units across the country, has been conducting various kinds of research on scientific lines in the field of Homoeopathy since 1978. The Council is engaged in conducting and promoting research in various areas of Homoeopathy through its 27 Institutes/Units as well as disseminating the findings to the scientific community and public at large. The Council's work coincides with National health priorities to generate scientific evidence by conducting research intramurally or by collaborating with various scientific institutions & academia with common areas of interest.

CCRH, under its recent initiative of 'Linking Research with Education' aims to support the development of the research environment in homoeopathic colleges, provide impetus to the involvement of faculty and students of colleges in research by inculcating research aptitude amongst them through capacity building trainings etc.

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AND

Whereas, BAKSON HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL, (hereinafter referred to as BHMCH) is a premier homoeopathic institute imparting education both at Under Graduate and Post Graduate levels with patient care facilities since 2002. To translate his dream of achieving excellence in homoeopathic education, Dr. SPS Bakshi established BHMCH, a renowned institute with a sprawling campus in lush green environment of Knowledge Park, Greater Noida. With its magnificent building, cleanliness par excellence, adequate infrastructure, in-house expertise, teaching faculty of outstanding quality, the best clinical exposure, deliberations at Journal Club meetings / Case presentations / Seminars and above all, the interactive sessions of U.G. & P.G. students with the homoeopathy stalwarts of eminence through the CMEs, seminars, symposia & conferences offer a unique set of opportunities to the students in their career journey. The curriculum at this college is a perfect blend of academic acumen and professional inquisitiveness.

AND

Whereas, both parties viz. CCRH and BHMCH realize that in the current context, working together is important to promote science using facilities and expertise at both organisations. Therefore, both parties are agreeable to entering in an MoU for working and cooperating with each other and using their respective expertise, knowledge and resources for mutual benefit.

Purpose

To provide impetus to research environment in colleges through guidance and capacity building research training

Article I: Principles of Cooperation

CCRH and BHMCH agree to develop their academic/research links, in the field of Homoeopathy, under the principles of mutual understanding and common interest, mutually complementing other activities. Objectives of cooperation shall be:

- 1. To promote institutional and individual contact among scientists/ faculty of both institutions.
- 2. To encourage the development of a research environment in colleges through guidance & research training to students/ faculty.
- 3. To provide opportunities for scientists/ faculty to make optimal use of the expertise and facilities available in both organizations through training, exchange of thoughts and ideas by brainstorming sessions/seminars/workshops and meetings etc.
- 4. To encourage any other activities that both institutions agree upon for mutual benefit.

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In case of any identified joint research project envisaged to be taken up in collaborative mode between the 02 organizations, a separate MoU reflecting the modalities of collaboration, details of the study team, mutual responsibilities, financial agreements, sharing of IPR etc. shall be signed.

Article II. Responsibilities of CCRH and BHMCH

Both parties have agreed to the following terms regarding their mutual and separate responsibilities:

CCRH shall provide resource persons and bear the expenses towards their travel to the college (TA/DA), if applicable, for training/ workshops/ meetings etc.

BHMCH shall provide space and organise the trainings, workshops, interactive meetings at their own expense and bear any expenditure towards logistic arrangements for the same. Any certificate for such trainings/ workshop if issued shall be the responsibility of the college only.

BHMCH, if interested, may send their students/ interns to visit the nearby CCRH Institute/ Unit for clinical exposure in batches of 5-10 after sending a request to CCRH for prior approval. CCRH shall however not be responsible for expenses towards their travel/stay/ food during this visit. Students visiting the OPD at the CCRH Institute/ Unit shall not be allowed to use any clinical/ patient data for any purpose.

Article III. Duration and Termination of the MoU

- This MoU is effective from the date of signatures by the authorities of CCRH and BHMCH and shall be valid from the date of execution by the Parties and shall remain in effect initially for FIVE YEARS, and thereafter can be renewed on mutual consent.
- 2. The MoU may be amended at any time by written mutual consent of both parties.
- 3. This MoU may be terminated by either party by the provision of written notice of termination not less than six months prior to the desired termination date.
- 4. The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to by either party prior to the termination date.
- 5. In event of any disputes arising between the parties here, it shall be the endeavour of both parties to first make an attempt to resolve the dispute amicably by mutual discussion and deliberation, failing which the dispute shall be referred to Arbitration. The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator, to be appointed mutually by both parties. The Jurisdiction of Arbitration shall be Delhi. The language of Arbitration shall be English. The Award of the Tribunal shall be final and binding on both parties.

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Article IV- Miscellaneous

- If any provision of this MoU is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this Memorandum shall continue to be valid as to the other provisions therefore and the remainder of the affected provision.
- 2. The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.

In the witness whereof, parties hereto have signed this agreement on the day, month and year mentioned herein before, in original, in English language.

For and behalf of Central Council for Research in Homoeopathy, New Delhi For And Behalf of Bakson Homoeopathic Medical College & Hospital, Greater Noida

Name: Dr Subhash Kaushik

Designation: Director General

Place

Witness

Name: Dr C.P Sharma

Designation: Principal

Date: 09.04. 2023

Place: DELI-1

Witness: DR. S. P. S. BAKSHI (CMD)

SEAL OF PARTIES

डॉ. सुभाष कौशिक / Dr. Subhash Kaushik महानिदेशक / Director General केन्द्रीय होम्योपैयी अनुसंघान परिषद् Central Council for Research in Homeopathy (आयुष मंत्रालय, भारत सरकार): (Ministry of AYUSH, Govt. of India) 51-65, संस्थायत केत्र, 'वें' स्वाक के सामने पनकपुरी, नई रिस्ती-110058 11-65, institutional Area Opp. TV Block, Janakpuri, New Delhi-110058 (Dr. C. P. Sharma)
Principal
Bakson Homoeopathic Medical College
Plot No. 36-B, KP-1, Greater Noida