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**Europe Ayurveda
Academy**

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**FACULTY OF INDIAN MEDICAL SYSTEM,
SGT UNIVERSITY, GURUGRAM (HARYANA) INDIA**

AND

ASSOCIATION EUROPE AYURVEDA ACADEMY

This Memorandum of Understanding (hereinafter referred to as "MoU") made on this 10th day of August 2024 by and between the Faculty of Indian Medical System of SGT (Shree Guru Gobind Singh Tricentenary) University, Gurugram (Haryana) established under the Haryana State Private Universities Act, 2006 for imparting higher education and to regulate their functions and for matters connected therewith or incidental thereto, (which expression shall, unless repugnant to the subject or context thereof, be deemed to include and mean its nominees, successors and permitted substitutes or assigns) of the ONE PART

WITH

The Association Europe Ayurveda Academy, a premier organization of ayurvedic education and wellness/health care services, which expression shall unless repugnant to the subject or context thereof, be deemed to include and mean its nominees, successors and permitted substitutes or assigns) on another PART, either or both of which may be referred to as a 'party' or the 'parties', respectively as the context demands.

I. PREAMBLE:

WHEREAS, Faculty of Indian Medical System, SGT University, Gurugram and Association Europe Ayurveda Academy have many areas of common interest in Ayurved considerable advantage may be gained from their pursuit on a collaborative basis in the field of Ayurvedic education and research.

NOW, therefore, the Faculty of Indian Medical System, SGT University, Gurugram and Association Europe Ayurveda Academy have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU) which defines the framework for the cooperation of two organizations set out in the following sections.

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II. OBJECTIVES:

MoU is to establish co-operation and friendship which is intended to further strengthen the academic objectives of each institution/organization and to promote interaction between the faculty of the Faculty of Indian Medical System, SGT University, Gurugram, Haryana, India, and the faculty of Association Europe Ayurveda Academy.

III. FIELD OF CO-OPERATION:

- a) Co-operation between the two parties may be established in the field related to Ayurvedic Education and Research of mutual interest and in particular – Panchkarma Technician, Therapist Training, Ayurvedic Herbalism Training, Ayurvedic Pharmacy Training, providing Clinical Training and other training programs/International Conference/Academic Research Programme.
- b) Academic co-operation shall be carried out, subject to the approval of parties through such activities or programs which fit into the goal of each Institution and of mutual interest.
- c) For the purposes of this memorandum of agreement encompassing specific programs between Faculty of Indian Medical System, SGT University, Gurugram and Association Europe Ayurveda Academy, it is understood that a specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each program, visit or an assignment or such exchange, including those concerning financial implications will be worked out between both the parties.

IV. FACULTY/STUDENTS EXCHANGE PROGRAMME ARRANGEMENTS:

- a) The Faculty of Indian Medical System, SGT University will encourage collaboration in ayurvedic research areas of mutual interest. FIMS will welcome faculty from the Association of Europe Ayurveda Academy, France to visit SGT University. Reciprocally Association Europe Ayurveda Academy will welcome Faculty from FIMS to visit Association Europe Ayurveda Academy in order to engage in Ayurvedic research and training.
- b) The faculty of **Association Europe Ayurveda Academy** may participate in teaching programs of FIMS personally/through virtual lectures offered through satellite facilities and vice versa.
- c) The faculty from FIMS who may participate in training/interactive programs conducted by Association Europe Ayurveda Academy (through virtual classroom/webinars) will be paid suitable remuneration as per the terms and conditions of Association Europe Ayurveda Academy and vice-versa.
- d) The FIMS will provide accommodation, training, and meals for students/faculty of ASSOCIATION EUROPE AYURVEDA ACADEMY in their Institute with a mutually agreed payment method and vice versa.
- e) All facilities, including consumables, will be provided for the students of ASSOCIATION EUROPE AYURVEDA ACADEMY undergoing Panchakarma therapies/treatments at FIMS and vice versa.



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V. ACADEMIC PROGRAMMES:

- a) ASSOCIATION EUROPE AYURVEDA ACADEMY and FIMS may jointly conduct Diploma/Certificate courses of mutual interest.
- b) The participants of such Diploma/Certificate courses conducted at FIMS in association with **Association Europe Ayurveda Academy** on successful completion would be issued a joint certificate of FIMS and **Association Europe Ayurveda Academy**
- c) The **Association Europe Ayurveda Academy** would transfer the marks/credits of the papers taught and examined by the faculty of FIMS and vice versa.
- d) All students will be governed by the regulation of the respective parent institution, i.e. FIMS or **Association Europe Ayurveda Academy** as specific to the course or program offered which shall be provided by the FIMS or **Association Europe Ayurveda Academy** to the students at the start of the course/program.
- e) The FIMS and **Association Europe Ayurveda Academy** shall maintain the academic records of all the students enrolled for programs and shall provide the same to each other upon request.

VI. CONFIDENTIALITY:

It may be necessary for one institution to receive information that may be proprietary and confidential in nature for the other institution. Each Party agree and undertake to observe the confidentiality and privacy of documents, information, or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or later becomes part of the public domain through no fault of the receiving institution or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorized in writing by the other. Neither institution shall use the information of the other institution except to the extent required to enable the performance of this MoU. The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.

VII. INTELLECTUAL PROPERTY RIGHTS (IPR):

Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by the parties during the course of this MoU shall be owned by them. Intellectual property jointly conceived and/or developed by the Faculty of Indian Medical System. and the **Association Europe Ayurveda Academy** will be jointly owned by the Faculty of Indian Medical System. and the **Association Europe Ayurveda Academy**. Each institution may use such property for research and scholarly purposes. Parties agreed to collaborate towards the protection if appropriate and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the institutions. Protection of innovation, research products and other IP/TP (through patents, knowledge production right, or other means) accruing from joint collaboration between FIMS, SGTU and **Association Europe Ayurveda Academy** will be done jointly following consultations with the relevant institutional IP organs/panels on proprietary science and technology.



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Ownership and management of all Intellectual Property resulting from any collaboration shall be addressed in the written agreement governing each project.

VIII. FUNDING AND FINANCE:

- a) The Income from the training programs in the UK offered by the **Association Europe Ayurveda Academy** as a satellite center of FIMS will be retained in full by the **Association Europe Ayurveda Academy** and vice-versa.
- b) **Association Europe Ayurveda Academy** will pay the prescribed fee for the facilities, training, and meals provided and vice versa.

IX. VALIDITY AND RENEWAL OF MoU:

This MoU shall come into force and take effect from the date first written above and shall be valid for a period of five (05) years and may be renewed thereafter by the parties upon mutual consent.

X. TENURE AND TERMINATION:

This understanding may be terminated by either party by providing 90 (ninety) days written notice to the other party before the beginning of the academic year, and the termination would be effective at the end of the notice. However, obligations and commitments already contracted for and involving their parties shall be honored and continued by both parties until such commitments are completed.

XI. SEVERABILITY:

In the event, any provision of this MOU is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this MOU, and all other provisions shall remain in full force and effect as valid and enforceable.

XII. GOVERNING LAW:

This MOU shall be governed in all respects by, and be construed in accordance with, the laws of the country of the host institute/organization.

XIII. FORCE MAJEURE:

Neither Party shall be liable for any loss or delay resulting from any force majeure event, including and not limited to the act of God, fire, natural disaster, labor stoppage, war, or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

XIV. VARIATION:

This MoU may only be mutually modified in writing and signed by the authorized signatories of both parties.




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XV. LINK MANAGEMENT AND ADMINISTRATION:

Implementation and co-operation under the MoU falls under the responsibility of

Dean,
Faculty of Indian Medical Systems,
SGT University, Gurugram (Haryana) India.
Tel: +91-8527090214
E-mail: dean.fims@sgtuniversity.org

and

Dr. Suresh Swarnapuri
President
Association Europe Ayurveda Academy
16 rue Flamande 30000 NIMES
FRANCE

contact@europeayurvedaacademy.org
sureshswarnapuri@gmail.com
+353871158935

XVI. GENERAL PROVISIONS:

While at the premises of the host institution, each exchange faculty/student shall comply with all applicable rules and regulations of host institution including the safety policies.

- a) The two institutions will carry out research activities, as a follow-up to this MoU. The activities must be carried out in accordance with appropriate laws and regulations existing in each country and institution.
- b) The two institutions shall initiate and exchange research publication lists and other publications relevant to the project. This will be provided with adequate security as far as intellectual property laws are concerned.

XVII. LIMITATION OF LIABILITY

For the purposes of this MOU encompassing specific programs between the parties it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

XVIII. RELATIONSHIP

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so.




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Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.

XIX. DISPUTE RESOLUTION

In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this MOU, the parties shall attempt in the first instance to resolve such dispute through negotiation and in the event of a non-resolution the matter, the MOU shall stand terminated

For **Association Europe Ayurveda Academy**

Signature

Name: Dr. Suresh Swarnapuri
Designation: President
Association Europe Ayurveda Academy
Date: 10-08-2024

For **SGT University**

Signature

Name: Dr Joginder Yadav
Designation: Registrar

Date: 10-08-2024

Witnesses:

Signature

Name: Dr. Prasana V Savanur
Designation: Dean, Faculty of Indian Medical System, SGT University
Date: 10th August 2024