

This Agreement is made and entered into on the 2nd day of April, 2022

BY AND BETWEEN

Academy of Scientific & Innovative Research (AcSIR) - has been established as an 'Institution of National Importance' with a view to maximize the number of qualified researchers and professionals of impeccable quality in the domain of science & engineering; and to equip them with the skills to innovate and conduct seamless interdisciplinary research. AcSIR was established by an Act of Parliament, viz. the Academy of Scientific Innovative Research Act, 2011, notified by the Central Government vide The Gazette of India notification No.15 dated February 7, 2012. Enactment of the Academy of Scientific and Innovative Act, 2011 was notified by Govt. of India vide The Gazette of India notification No. 622 on April 03, 2012. AcSIR is one of the premier institutions, involved in interdisciplinary research through its doctoral research students. AcSIR occupies a predominant academic position among institutions of higher education in India, particularly in the domain of science and engineering. The Headquarters of Academy of Scientific Innovative Research is located at CSIR-Human Resource Development Centre (CSIR-HRDC) Campus, Postal Staff College Area, Sector 19, Kamla Nehru Nagar, Ghaziabad, Uttar Pradesh 201002. Academy of Scientific and Innovative Research, hereinafter referred to as AcSIR, which expression shall, unless repugnant to the context or meaning thereof, include its successor and assigns, of the ONE PART;

AND

National Institute of Ayurveda, Deemed to be University, Jaipur, (NIA), Amer Road, Jaipur Rajasthan- an apex Institute under the Ministry of AYUSH, Government of India for promoting the growth and development of Ayurveda and serve as a model Institute for evolving high standards of teaching, training, research, patient care and also to invoke scientific outlook to the knowledge of Ayurveda System of Healthcare. Institute has attained status of Deemed to be University (De novo Category) which has been granted by the University Grants Commission (UGC) on 9th of November, 2020. Institute was accredited with NAAC 'A' grade on 8.4.2021. The National Institute of Ayurveda was established on 7th February 1976 by the Ministry of Health and Family Welfare, Government of India. Since its inception, it has continuously been engaged in promoting reforms and developments in Ayurveda System of Health care at National and International level. The Institute is not only a premier Institute under the Central Government but also amongst apex institutions in the field of Ayurveda education and training in the country. National Institute of Ayurveda, deemed to be University, Jaipur, hereinafter referred to as NIA, which expression shall, unless repugnant to the context thereof, mean and include its successor and assigns; of the SECOND PART

Each of the parties mentioned above, are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**AcSIR Act, 2011**" means the Academy of Scientific and Innovative Research



Act, 2011 along with amendments thereof as in force from time to time.

“Annexure” means an annexure to this agreement.

“Candidate” means a student enrolled in the Program at NIA and AcSIR as detailed in an Annexure “A” document. The student is subject to the relevant rules and policies at both institutions throughout the duration of candidature.

“Commencement Date” means the date of this agreement.

“Confidential Information” in respect of a party means all Information intended to be confidential, submitted or disclosed by one party to the other party at any time in connection with the subject matter of this agreement (including during negotiations, discussions and meetings). The information which is intended to be confidential is indicated as “confidential” at the time of submission or disclosure. If such disclosure was made in writing or in any other tangible form it will be marked “Confidential” and if made orally, it should be reproduced in writing or other tangible form and marked “Confidential” within 3 days of the oral disclosure. Confidential Information does not include Information which:

- (a) is in the public domain otherwise than as a result of a breach of the terms of this agreement or any other obligations of confidentiality owed by a party;
- (b) prior to disclosure by a party was lawfully known to the other party and in respect of which the other party is not bound by any other obligations of confidentiality;
- (c) is properly obtained by the recipient from the third party and to the reasonable belief of the recipient that such third party has valid right to disclose such information and such third party is not under confidential obligation to the disclosing party;
- (d) was disclosed to any third party prior to the commencement of the Agreement;
- (e) was developed by recipient as disclosed by written record with it, independently of the disclosure of information by the disclosing party; or
- (f) is required by law to be disclosed.

“Council of Scientific & Industrial Research” (hereinafter called CSIR), is an autonomous society, registered under the Societies Registration Act XXI of 1860, having its office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001, having 37 National Laboratories/Institutes all over India, whereat CSIR pursues publicly funded R&D in diverse domains and provides significant technological intervention in many areas with regards to societal efforts which include, among others, health, including herbal formulations & phytopharmaceuticals, medicinal, aromatic and ornamental plants, farm mechanization, water, and natural resource exploration.

“Expiry Date” means the date five years after the Commencement Date, however, the expiry date would have no adverse effect on candidates already enrolled under the program, and they shall be allowed to continue to

successfully complete their Joint Ph.D. program as expected and anticipated under the program.

“Home” means the institution of primary enrolment of the student in the PhD. For students commencing candidature at AcSIR, AcSIR will be their Home Institution and NIA will be the Host institution, while for students commencing candidature at NIA, NIA will be their Home institution while AcSIR will be their Host.

“Host” means the partner institution where the student enrolls for a Joint PhD.

“Information” means inventions and ideas, which may be oral, written, recorded or stored in a machine-readable form.

“Intellectual Property” means, including but not limited to, statutory and proprietary rights in respect of copyright, inventions, registered and unregistered trade marks (including service marks), registered or unregistered designs, patents, circuit layouts, Confidential Information, data, business names, trade secrets, scientific discoveries, knowledge, know how or expertise and all other proprietary or other intellectual and industrial rights.

“Joint PhD Degree Program (JDP), means a *cotutelle* program of research and training carried out by a PhD candidate who is concurrently enrolled in and jointly supervised by a supervisor, at both institutions. On the successful completion of the degree, two separate degree certificates (*testamurs*) may be issued by the institutions as per their respective form and format of the degree certificate title, description, signatories etc., including a grade or mark (if that is the practice at either institution) but it must carry a clear statement that the degree is awarded under the JDP between NIA and AcSIR. Academic records/transcripts will reflect enrolment in the joint program.

“Ordinance” means an ordinance of NIA or AcSIR, as the case may be, and as applicable.

“Party” means a party to this agreement being either NIA or AcSIR.

“Program” means the program applicable to the relevant Joint PhD Degree Program as set out in each instance in a document in the form of Annexure “A”.

“Regulation” means a regulation of NIA or AcSIR, including the Statutes and the Ordinances, as the case may be, and applicable.

“Statute” means a statute of NIA or AcSIR, as the case may be, and as applicable.

“Supervisor” means a member of the academic staff of NIA or AcSIR as detailed in an Annexure “A” document.

“Term” means the period during which this agreement is operative as set out in clause 17.



1.2 Interpretation

In this agreement (including the Recitals and any Annexures) unless the context otherwise requires:

- (a) a reference to this agreement or another instrument includes any amendment or replacement of it and despite any change in the identity of the parties;
- (b) if any party to this agreement comprises two or more persons then the obligations of those persons are joint and several;
- (c) a provision of this agreement which is in favour of two or more persons is for the benefit of them jointly and severally;
- (d) a reference to any person includes that person's legal personal representatives and if any person is a corporation a reference to that person includes its successors and assigns;
- (e) words denoting the singular number include the plural number and *vice versa* and words importing one gender include all other genders.
- (f) Intellectual Property Rights related issues, emanating from the doctoral research programs under this Agreement, CSIR/CSIR Institutes shall replace AcSIR for holding all the IRP rights and stakes irrevocably.

2. PROGRAM COLLABORATION

- 2.1 The parties agree to collaborate to jointly provide the Program in accordance with this agreement.
- 2.2 Both parties must obtain and maintain throughout the Term, accreditation/approval for the Program from their respective governing boards/Senate.
- 2.3 Upon completion and signing by NIA, AcSIR and the Candidate of a program document in the form of Annexure "A" for the JDP, that document shall on each occasion be deemed to form a separate agreement between the parties, and the terms of this agreement shall apply to that Program for that Candidate. Annexure "A" will provide particular details of the arrangements pertaining to candidature including terms of candidature, examination, annual reporting requirements (including definitions of satisfactory progress), Ph.D. research proposal submission, intellectual property etc.
- 2.4 Each party will appoint a Supervisor for the Candidate (as per their respective eligibility criteria and other conditions for guidance of a PhD student) to coordinate and manage the roles of the respective parties with respect to the Candidate and this Agreement. The Supervisors shall be listed in the Annexure "A" document. Each Supervisor from NIA and AcSIR would be construed as Joint Senior Supervisor. A co-supervisor(s) may also be appointed by NIA and/or AcSIR depending upon the nature of research problem or necessity of expertise for guidance.



- 2.5 A Candidate will be enrolled as required at both NIA and AcSIR (Primary and Secondary enrolment or *vice versa*, as the case may be) for the duration of the Program and will spend a considerable time of research at the Host Institution, duration of which shall be mutually decided by the Joint Supervisors.
- 2.6 The JDP can be completed in any discipline/interdisciplinary areas of mutual interest within relevant schools or faculties at NIA and AcSIR subject to the availability of appropriate supervision, complementary research interest and strength of interdisciplinarity with respect to Ayush and Molecular/modern Medicine in broader sense and perspectives.
- 2.7 The interdisciplinary research domains would be identified jointly by AcSIR (through CSIR's constituent institutes working in health domains, which include, CSIR-IIIM, CSIR-IHBT, CSIR-CDRI, CSIR-CIMAP, CSIR-NBRI, CSIR-IITR, CSIR-NEIST, CSIR-IICB, CSIR-IGIB, CSIR-IMTECH, CSIR-NCL, CSIR-CCMB, CSIR-IICT, CSIR-CFTRI and CSIR-NIIST) and NIA. Other CSIR institutes that may include, but not limited to, are CSIR-CSIO, CSIR-CEERI, and CSIR-4PI, Bengaluru for integrating applications of Artificial Intelligence (AI), Quantum Computing and other emerging science and technological interventions for the service of the key mission and objectives under this Agreement.
- 2.8 The PhD courses of study and their curricular content shall be jointly evolved by AcSIR (through the CSIR institutes) and NIA.

3. ADMISSIONS TO THE PROGRAM

- 3.1 Home institutions would admit students to their PhD program as per their respective eligibility conditions and admission process approved, from time to time, by their respective competent bodies/authorities. This JDP does not come into picture as concerns the primary PhD admission of the candidates in the academic programs in their Home Institution.
- 3.2 Notwithstanding the provisions at 3.1, AcSIR and NIA may evolve an independent process of admission for the JDP, if desired so, as per mutually agreeable process, criteria and eligibility conditions.
- 3.3 Candidates for the JDP will be selected from amongst the students who are successfully pursuing the program and are in the second year of residency in the doctoral program at their Home institution (either NIA or AcSIR) according to a competitive, merit-based process with due emphasis on the nature of the proposed research plan with respect to complementarity and skill set gains for the aimed interdisciplinary doctoral research.
- 3.4 NIA may make eligible AcSIR Candidates a conditional offer of admission to the Program who meet the following criteria:
- (a) the Candidates meeting the NIA admission requirements (PG Degree in Ayurveda from recognised University/Institute established by law **OR** PG degree in relevant allied discipline from any recognized University/Institute established by law **OR** Master's degree in relevant allied sciences (as



identified in eligibility qualifications in the various Master's Degree programs of the Institute) **OR** Trans disciplinary subjects from any recognized university / Institution with minimum 3 years' experience(relevant to proposed PhD topic) in teaching/research/professional practice. Foreign Nationals, in addition to meeting the above-mentioned criteria, are required to submit their applications through the Ministry of AYUSH or Human Resource Development or the Ministry of External Affairs etc., as the case may be. All such scholars shall be full-time;

- (b) availability of suitable Supervisors and alignment of research interest at NIA;
 - (c) the Candidates who have completed their coursework requirements including Research Methodology and Research Publication and Ethics, at AcSIR. For such candidates, NIA coursework requirement would not be mandatory;
 - (d) the signing of a document in the form of Annexure "A", by NIA, AcSIR and the Candidate.
 - (e) Irrespective of stipulations at (c), Joint Senior Supervisors may prescribe specific courses to be taken up at NIA and/or AcSIR as remedial or improved learning courses of the cross discipline for better technical strength to pursue the doctoral research project.
- 3.5 AcSIR may make conditional offer of Admission to eligible NIA candidates who meet the following criteria:
- (a) the Candidates meeting the AcSIR admission requirements of a Masters' Degree or equivalent professional degrees as minimum eligibility criteria, as decided by AcSIR;
 - (b) availability of suitable Supervisors and alignment of research interest at AcSIR;
 - (c) the Candidates who have completed their coursework requirements including Research Methodology and Research Publication and Ethics, if any, at NIA. For such candidates, AcSIR coursework requirement would not be mandatory;
 - (d) the signing of a document in the form of Annexure "A", by NIA, AcSIR and the Candidate.
 - (e) Irrespective of stipulations at (c), Joint Senior Supervisors may prescribe specific course(s) to be taken up at NIA and/or AcSIR as remedial or improved learning course(s) of the cross-discipline for better technical strength to pursue the doctoral research project. These courses will be learning specific (rather than grade specific).
- 3.6 Enrolment in the JDP shall commence following signature of the relevant Annexure "A" document. Prospective students should be in the in the second year of their doctoral program and must have completed the applicable academic coursework requirements, if any, of the Home institute. Candidates are required to prepare/amend their doctoral research proposal jointly with the Host institution.



- 3.7 NIA students enrolled in the JDP with AcSIR shall be registered under one of the existing Faculty of Study at AcSIR which at present are Biological Sciences, Chemical Sciences, Physical Sciences, Mathematical and Information Sciences and Engineering Sciences, depending on the nature of the doctoral research work.
- 3.8 AcSIR students enrolled in the JDP with NIA shall be registered under one of the existing Faculty of Study at NIA, which at present are Ayurved Samhita & Siddhant (Ayurved Samhita & Basic Principles), Rachana Sharir (Anatomy), Kriya Sharir (Physiology), Agad Tantra (Toxicology & Forensic Medicine), Dravya Guna (Materia Medica & Pharmacology), Ras Shashtra and Bhaishajya Kalpana (Ayurved Pharmaceuticals), Stri Roga & Prasuti (Obstetrics & Gynecology), Kaumarbhritya- Bala Roga (Pediatrics), Swasthavritta & Yoga (Preventive Social Medicine & Yoga), Rog Nidana Avam Vikriti Vigyan (Pathology & Diagnostic Procedures), Kayachikitsa (Internal Medicine), Shalakyā (Ophthalmology, ENT & Head), Shalya (General Surgery), Panchakarma (Panchakarma), depending on the nature of the doctoral research work.

4. EXCHANGE CONDITIONS

Candidates enrolled in the Program are subject to the same rules and regulations that apply to local students at each institution. Candidates will be eligible for all the services and rights normally provided to locally enrolled students.

5. JOINT PROGRAM CANDIDATURE MANAGEMENT

- 5.1 Candidates, once enrolled in the JDP, are automatically enrolled each year at NIA or AcSIR as a doctoral candidate provided that they continue to make satisfactory progress and all milestones of progress/report have been met.
- 5.2 All NIA students visiting the Host institute must comply with the '*CSIR Guidelines for Ethics in Research and in Governance*' adopted by AcSIR, which will be shared with the students on their arrival at AcSIR. AcSIR students need to comply with Ethics in Research and Code of Conduct adopted by NIA.
- 5.3 Candidates shall maintain regular contact with the Supervisors from both parties throughout the Program duration.
- 5.4 Both NIA and AcSIR shall ensure availability of appropriate technology such as Zoom, Skype, teleconferencing, video conferencing facilities to facilitate regular remote supervision, Supervisor discussions as well as participation in an oral examination.
- 5.5 Candidates must comply with and maintain satisfactory academic progress at both NIA and AcSIR for the duration of the PhD. Progress shall be reviewed by the Doctoral Advisory Committee (DAC), commonly formed, having members from both NIA and AcSIR for each of the JDP students, in accordance with regulations at both institutions. The students enrolled in the JDP will have to comply with progress monitoring procedures of both the Institutes.



- 5.6 Candidates may complete one or more of their mandatory progress assessment step(s) either at each institution separately or conducted jointly at one of the institutions with participation (in person or web-mode) of members of the Candidate's DAC (including supervisor and co-supervisor) from both the institutions.
- 5.7 It shall be ensured that the paperwork of assessment results is lodged with both Parties.
- 5.8 The parties may, by mutual consent evolve equivalence of the assessment steps of the two institutions and, accordingly, may avoid redundancy (if any) of assessment steps but such common assessments will proceed with the participation of Supervisors from both the institutions including through online mode.
- 5.9 If a Candidate should fail to meet the continuation requirements of the Host institution, he/she may continue his/her studies with their Home institution at the discretion of that institution.
- 5.10 Where a dispute arises between one of the party institutions and a Candidate, the dispute resolution process will be according to the regulations, policies and procedures of that institution.
- 5.11 Any act or omission by a Candidate which would constitute a breach of a discipline regulation relating to general misconduct, academic misconduct or research misconduct will be treated as such under the student discipline procedures applicable at both institutions.

6. FEES AND SCHOLARSHIPS

Students with AcSIR as Home Institution shall pay their fees at the standard rate to AcSIR for the duration of their candidature at AcSIR and shall not pay any fee for study at NIA. Students with NIA as their Home Institution, shall pay their fees at the standard rate at NIA for the duration of their candidature at NIA and shall not pay any fee for study at AcSIR.

7. INTELLECTUAL PROPERTY, INVENTIONS, INNOVATIONS

- 7.1 Intellectual Property Rights, Inventions and Innovations emanating from the doctoral research programs under this Agreement, CSIR/CSIR Institutes shall hold all the IPR rights and stakes irrevocably, instead of AcSIR.
- 7.2 No rights in industrial and/or intellectual property (including without limitation, patent, design, copyrights, trademark, etc.) owned by the Parties on the date of signature of this MoU and independently developed on their part are hereby granted by the owning Party to the other Party, nor shall any such rights be deemed to be granted except specified by the owning Party in writing;



- 7.3 Each Party will have the exclusive ownership and rights on the independently developed intellectual property after the signing of MoU;
- 7.4 The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis in writing under case specific separate, agreement;
- 7.5 All data generated through this MoU with assistance of either Party or both Parties shall be subject to explicit written approval signed by the other Party before publication of same by either Party; and
- 7.6 Unless otherwise agreed in the Annexure "A" of the program document, if the parties wish to commercialise any Intellectual Property jointly created during the course of the JDP of the student, the parties will formalise the commercialisation arrangements through a separate written agreement effective when signed by both parties. For this purpose, CSIR/CSIR Institute shall hold all the rights and stakes irrevocably, instead of AcSIR.

8. PUBLICATIONS

- 8.1. All publications from the thesis research work of the JDP students shall also have the authorship and institutional affiliation of the supervisors from NIA as well as CSIR Institute and AcSIR. For AcSIR, the address of affiliation shall be included as follows:

"Academy of Scientific and Innovative Research (AcSIR), Ghaziabad - 201002, Uttar Pradesh, India."

- 8.2. For NIA, the address of affiliation shall be included as follows:

"National Institute of Ayurveda, Deemed to be University, (NIA) Jorawar Singh Gate, Amer Road Jaipur, 302002, Rajasthan, India"

9. EXAMINATION REQUIREMENTS

- 9.1 The examination process will be conducted as outlined in this agreement with regard to the joint requirements and criteria of both institutions.
- 9.2 The Examination of Candidates is to be carried out as follows:
- The Candidate will obtain clearance from both institutions to formally submit the thesis for external examination, according to the standard process at each institution. When this clearance has been obtained the joint Senior Supervisors shall recommend external examiners to the delegated authorities at NIA and AcSIR for appointment.
 - Two independent examiners, external to both institutions, and free of conflicts of interest, shall be appointed jointly by mutual agreement between the institutions.
 - The Candidate will submit copies of the same thesis to each institution at the same time.



- (d) The Home institution will formally invite the examiners to provide independent written reports, according to the examination criteria of both institutions, dispatch the thesis (hardcopy or softcopy as required) and receive the reports, which it subsequently provided to the Host institution. Funding of expenses for this component of the examination, including payment of examiners' honoraria, shall be borne by the Home institution.
- (e) On receipt of the examiners' reports each institution determines, according to its own criteria, whether the Candidature may proceed to the oral component of the examination, and advises the other institution accordingly.
- (f) The Home institution manages the oral component of the examination, which will be conducted in accordance to the standard process . Funding of honoraria for examiners attending an oral examination shall be borne by the Home institution, as per its rules.
- (g) One single Oral examination will be conducted in full compliance with the procedures of the Home as well as the Host institution. One of the external examiners, selected mutually, shall conduct the open oral examination in the presence (web or in person) of the Supervisor(s)/DAC members from NIA and AcSIR.
- (h) The Home institution will provide a copy of the report of the oral examination to the Host institution, including a recommendation as to whether the Candidate has passed or failed the examination.
- (i) Each institution will then make its own determination as to whether a Candidate has met the criteria for award of the degree and advise the other institution accordingly.
- (j) A Candidate who does not meet the requirements of one of the institutions shall not graduate with a JDP but may still be eligible to be awarded a single PhD from the other institution only, at the discretion of that institution.

9.3 When a Candidate has fulfilled the requirements for the degree of Doctor of Philosophy as stated in the regulations of both NIA and AcSIR, the candidate will be entitled to receive, subject to clearance of all encumbrances at both institutions, two separate degree certificates (*testamurs*), issued by both the institutions according to their standard process. The testamur must name the partner institution and declare that the degree has been awarded under the jointly supervised Ph.D. program. The joint nature of the award must be expressed in the academic transcripts at both institutions.

10. ACADEMIC ADMINISTRATION

Each party will name an individual staff member to serve as nodal officer with his/her counterpart at the other party for the purposes of academic administration.



11. CONFIDENTIAL INFORMATION - GENERAL

11.1 Each party undertakes to keep secret and protect and preserve the confidential nature and secrecy of the Confidential Information of the other party. Without limiting this obligation, a party must not:

- (a) use or permit any person to use the other party's Confidential Information for any purpose other than the performance of this agreement;
- (b) disclose or in any way communicate to any other person any of the other party's Confidential Information except as authorized by the other party;
- (c) permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
- (d) make or assist any person to make any unauthorised use of the other party's Confidential Information.

11.2 The above is exclusive of those cases in which disclosure of such confidential information is mandatory under prevailing laws or orders of Court.

11.3 The obligations of confidentiality under this agreement shall survive expiration or earlier termination of this agreement.

12. CONFIDENTIAL INFORMATION- INTELLECTUAL PROPERTY (OTHER THAN THE JOINTLY OWNED ARISING INTELLECTUAL PROPERTY)

12.1 All confidential information other than the jointly owned arising Intellectual Property obtained under this Agreement shall remain the exclusive property of the party disclosing it. -

12.2 The parties agree that this Agreement and the disclosure of such confidential information hereunder do not grant or imply any license, interest or right to the receiving party in respect to any confidential information of the disclosing party.

12.3 The ownership of intellectual property rights (if any) in such Confidential Information shall vest in the disclosing party.

12.4 The Receiving Party shall not file any application for seeking intellectual property rights in its own name or in the name of other person(s) on any matter relating to such information disclosed to it by the disclosing party under this agreement.

12.5 The Receiving Party shall not oppose or direct or cause any persons to oppose any application seeking intellectual property rights relating to such Confidential Information filed by the disclosing party.

12.6 The Receiving Party shall not invalidate or direct or cause any persons to invalidate any intellectual property rights granted to the disclosing party relating to such Confidential Information.



13. EVENTS OF DEFAULT, TERMINATION AND FORCE MAJEURE

- 13.1 If at any time during the continuance of this Agreement, the performance, in whole or in part, by either Party, of any objectives under this Agreement is prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel and the like), strike and lockout or other event beyond the reasonable control of the Party concerned (hereinafter referred to as "the Eventuality"), then notice of such Eventuality shall be given by either Party to the other within fifteen (15) days from the date of occurrence thereof;
- 13.2 In the event of either Party not being able to, by reason of an eventuality, meet any of its objectives under this Agreement, such objectives shall be suspended for as long as the inability continues or any date mutually agreed between the Parties. Neither Party shall be liable to the other Party for any loss or damage sustained by the other Party arising from the occurrence of any such event.

14. LIABILITY:

Both parties further agree that no employment relationship or partnership, expressed or implied, is created between them.

15. ARBITRATION

- 15.1 In the event of any dispute relating to the interpretation or performance of this Agreement, arising between the Parties, both Parties will first do their utmost to settle their dispute amicably;
- 15.2 In case of failure to resolve the dispute, the same shall be referred to Delhi International Arbitration Center (DIAC), Delhi High Court, New Delhi, for Arbitration by Sole Arbitrator to be appointed by DIAC, according to its rules. The arbitration proceedings shall take place under the Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The cost of arbitration shall be equally shared between the parties.
- 15.3 Any award or decision of the Arbitral Tribunal shall be final and binding on both the parties.

16. MISCELLANEOUS

Variation and Waiver

No waiver of any breach of any provision of this Agreement by any Party shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Party. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

17. Governing Law and Jurisdiction

GOVERNING LAWS:

- 17.1 The Agreement is governed by and shall be construed in accordance with the laws of India.



JURISDICTION:

17.2 The parties submit their disputes arising out of or in connection with this Agreement to the courts falling in the jurisdiction of the Courts of Delhi.

18. DURATION OF AGREEMENT:

The Agreement would be effective for a period of five years from the date of signing. It may be extended after expiry of such period and on such terms and conditions as may be mutually agreed upon.

19. TERMINATION

19.1 Either party may terminate the agreement by giving six months' notice of termination in writing to the other party. Termination of the agreement will not affect the exchange of Candidates accepted for a Program pursuant to this agreement or the obligations of each party to the exchange balance where such acceptance or obligations arise prior to the date of receipt of the termination notice. Both parties will ensure that all activities in progress are allowed successful completion.

19.2 The parties will review the Agreement annually on a date to be agreed between the parties. The terms of this Agreement may be amended by mutual written Agreement while reviewing the Agreement, in accordance with clause 19.1.

20. CONFLICT OF INTEREST:

Both Parties warrant that this Agreement is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this Agreement. Both parties also agree that this Agreement will not be treated as a deterrent to allow similar activities or collaboration with other organizations.

21. AMENDMENTS:

21.1 Either Party may request in writing for a revision, amendment or modification of all or any part of this Agreement;

21.2 Any revision, amendment or modification, agreed to between the Parties, shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this Agreement.

22. Costs

The parties agree to bear their own costs (including legal costs) in respect of this agreement.

23. Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party.

24. Counterparts

This agreement can be executed in a number of counterparts and the counterparts taken together will be deemed to constitute the one and the same document.

25. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and delivered personally, mailed via registered

mail, postage prepaid or via a reputed courier, to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given on the date personally delivered, upon confirmed receipt or when placed in the main as specified.

For
Academy of Scientific & Innovative Research
(AcSIR)

Director, AcSIR
(Prof. Rajender Singh Sangwan)
CSIR-Human Resource Development Centre
(CSIR-HRDC) Campus
Postal Staff College Area,
Sector 19, Kamla Nehru Nagar,
Ghaziabad, Uttar Pradesh 201002

For
National Institute of Ayurveda, Deemed to be
University, (NIA)

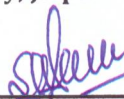
Vice- Chancellor, NIA
(Prof. Sanjeev Sharma)
National Institute of Ayurveda, Deemed to be
University, (NIA)
Jorawar Singh Gate,
Amer Road Jaipur
Rajasthan, 302002,

IN WITNESS WHEREOF, the parties have executed this Agreement on the date mentioned hereinabove.

Agreed and accepted by

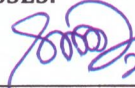
Agreed and accepted by

National Institute of Ayurveda, Deemed to
be University, Jaipur


21.04.2022

(Prof. Sanjeev Sharma)
Authorized Signatory **Director**
National Institute of Ayurveda
Jaipur


WITNESSES:


21.4.2022

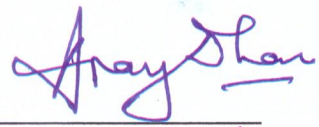
Name: Sudepta Kumar Raha
Designation: Asso. Professor, NIA
21/4/22

Name: CHANDRA SHEKHAR SHARMA
Designation: ADMINISTRATIVE OFFICER

Academy of Scientific & Innovative Research


21/4/2022

Director
Authorized Signatory **Academy of Scientific and Innovative Research**
(AcSIR), INDIA



Name: Prof. Ajay Dhare
Designation: Associate Professor
AcSIR

Name: Arpita Seugupta
Designation: Ms. Arpita Seugupta
Senior Manager, AcSIR

ANNEXURE "A"

of the Joint Ph.D. Degree Program (JDP) Agreement between NIA and AcSIR

To be completed by the relevant School/Academic Unit and a copy sent to:

Vice- Chancellor, NIA

director.nia@gov.in

Associate Director (Academic), AcSIR

ad_academic@acsir.res.in

1.	Candidate Details	[insert the candidate's full name] Family name Given name/s Date of birth Male/Female Address Email address Home institution [insert name of primary institution] Student Number at Home institution
2.	AcSIR (School/Academic Unit Details)	[insert the name of the AcSIR Academic Centre i.e., CSIR Laboratory in India or AcSIR Associate Academic Centres i.e., Non-CSIR Laboratories in which the Candidate will be undertaking the award] [insert the name and contact details of the Director of the CSIR Lab (AcSIR Academic Centre) or AcSIR Associate Academic Centres in which the Candidate will be undertaking the award] [insert the name of AcSIR Coordinator at the AcSIR Academic Centre of AcSIR Associate Academic Centre who deals with the day to day needs of the candidature]
3.	NIA (School/Academic Unit Details)	[insert the name of the school/academic unit at NIA in which the Candidate will be undertaking the award] [insert the name and contact details of the head of the school/academic unit at NIA in which the Candidate will be undertaking the award] [insert the name body/board responsible for candidature matters at NIA in which the Candidate will be undertaking the award] [insert the name of a liaison officer who deals with the day to day administration of the candidature]



4.	Candidate's admission and enrolment status at NIA and AcSIR	The Candidate was granted enrolment into the Degree of Doctor of Philosophy at AcSIR on the [insert date] and at NIA on the [insert date]
5.	Award	[Insert title of the award being undertaken by the Candidate, noting there may be a title for each institution]
6.	Thesis or Project Details	[insert the provisional Thesis or Project Title and a brief outline of the Aims of the research project]
7.	AcSIR supervisor(s)	[insert the title, name and email address of the Candidate's senior supervisor and any additional/associate supervisors appointed by AcSIR]
8.	NIA supervisor(s)	[insert the title, name and email address of the Candidate's senior supervisor and any additional/associate supervisors appointed by NIA]
9.	Date of Commencement of Award at Home institution	[insert the date of commencement at Home Institution]
10.	Expected Completion Date	[insert the expected completion date of the Thesis or Research Project]
11.	Anticipated period of candidature at Host institution	[insert the anticipated allocation of time spent at each institution, include commencement and end dates of the start/end dates of the period of stay at the Host institution.]
12.	Arrangements for completing Candidature induction	[insert details of any induction programs to be completed by the Candidate upon the commencement of the award at each institution]
13.	Arrangements for completing any coursework and/or training requirements or equivalent	[insert details of any coursework or training requirements to be completed by the Candidate, e.g. research methods, ethics or other courses]
14.	Arrangements for completing milestone requirements or equivalent progress reviews	[insert details of the milestones or equivalent progress review requirements the Candidate is required to meet to successfully progress through their candidature e.g. Research Proposal, confirmation of candidature after 1 year of full-time equivalent enrolment]
15.	Intellectual Property	Shall be as per the provisions contained in this Agreement
16.	Confidential Information	[Insert any arrangements relating to confidential information here]
17.	Personal Information	[If required insert any requirements relating to the handling of personal information]
18.	Special conditions	[Insert the details of any other special conditions relevant to the Candidate's candidature.]

In accordance with the Joint PhD Program Agreement dated the ____ day of _____ 202__ (“the Agreement”) we hereby agree that the JDP detailed in this document is incorporated in the agreement and that all of the provisions of the agreement shall apply to the Program and the Candidate.

.....
for and on behalf of **The Academy of Scientific and Innovative Research**

Dated: / /

.....
Supervisor at [insert name of academic centre or school] as part of **The Academy of Scientific and Innovative Research**

Dated: / /

.....
Candidate

Dated: / /

.....
for and on behalf of **National Institute of Ayurveda, Deemed to be University, Jaipur**

Dated: / /

.....
Supervisor at the Institute [insert name of school] of **National Institute of Ayurveda, Deemed to be University, Jaipur**

Dated: / /

