

MEMORANDUM OF UNDERSTANDING

BETWEEN

**PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE
HEALTH CARE, THE GOVERNMENT OF THE REPUBLIC OF THE
PHILIPPINES**

AND

**NATIONAL INSTITUTE OF AYURVEDA, MINISTRY OF AYUSH,
THE GOVERNMENT OF THE REPUBLIC OF INDIA**

ON

**COOPERATION IN THE FIELD OF
AYURVEDA AND OTHER TRADITIONAL SYSTEMS OF MEDICINE**

This Memorandum of Understanding (MoU) is made and entered into between:

Philippine Institute of Traditional and Alternative Health Care (PITAHC), a government-owned and controlled corporation attached to the Department of Health with Principal office at PITAHC Bldg., Matapang Street, East Avenue Medical Centre- Compound, Brgy. Central, Quezon City, Philippines, represented by its duly authorized representative Director-General, **DR. ANNABELLE P. DE GUZMAN, FPAFP, MHA, MA Med (UK), CESE**, evidenced by a Board Resolution as the Institute's authorized representative.

and

National Institute of Ayurveda (NIA), an autonomous body under the Ministry of AYUSH, Government of India, duly registered under the Rajasthan Societies Registration Act of 1958, with principal office at Madhav Vilas Palace, Amer Road, Jaipur, Rajasthan 302002, represented by its duly authorized representative, Director, **DR. SANJEEV KUMAR SHARMA**.

Hereinafter referred to singularly as "Participant" and collectively as the "Participants";

WITNESSETH:

NOTING that PITAHC is primarily mandated to ensure that traditional and alternative health care practices are safe, effective, beneficial and its integration into the national health care delivery system

NOTING that NIA is a premier institute under the Ministry of AYUSH whose mandate is to promote the growth and development of Ayurveda as a model Institute for evolving high standards of teaching, training, research and patient care and also to invoke scientific outlook to the knowledge of Ayurvedic System of Medicine;

RECOGNISING the existing friendly relations between the Republic of the Philippines and the Republic of India and desiring to strengthen and further develop co-operation between the two countries in the field of Ayurveda

DESIRING to strengthen and further develop cooperation and collaboration in traditional systems of healthcare.

CONVINCED of the necessity of a lasting and effective co-operation in the interest of both countries; and

BELIEVING that such co-operation would serve common interest and contribute to the need in education and evidence-based research in the field of Ayurveda.

HAVE REACHED the following understanding:

PARAGRAPH – I

OBJECTIVE

The Participants, subject to the terms of this Memorandum of Understanding in each country, agree to strengthen, promote the collaboration in research and developing guidelines for Ayurveda to intensify the practice of Ayurvedic Medicine.

PARAGRAPH – II

AREAS OF COOPERATION

Each Participant will, subject to the national laws, rules, regulations and national policies governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas and/or forms:

(a) Exchange of researchers, capacity building of experts and exchange of scientific know-how and knowledge to promote evidence-based research in the field of Ayurveda;

(b) Complementing the Ayurveda Medicine by generating scientific evidences to promote safety and beneficial use;

(c) Exchanges of information on strengthening human resource capacity, regulation, researches development, and education on the products and practices of Ayurveda;

(d) Capacity building in the areas of collection and storage of medicinal

plants, quality control of medicinal plants, standardization, generation of data and its regulatory aspects;

(e) Conducting and participation in joint conferences, seminars, training courses and workshops for knowledge exchange and promotion of the recognition of Ayurveda including traditional medicine in the primary health care;

(f) Any other areas and/or forms of cooperation in traditional and complementary medicine to be jointly decided upon by the Participants.

Separate agreements shall (will) be executed for undertaking the specific activities elaborating terms and conditions and each Participant's obligations specific to the research or project involved.

PARAGRAPH – III

ROLES AND RESPONSIBILITIES

A. Roles and responsibility of PITAHC

1. To function as a Model Institution by carrying out best clinical and educational practices and scientific studies as essential to achieve the above objectives;
2. To carry out fundamental, clinical and comparative research in the field of Ayurveda;
3. To receive exchanges of human resources for specific practical training and teaching in Ayurveda;
4. To review competency standards as well as certification and accreditation guidelines for the practice of Ayurveda appropriate to the Philippine setting;
5. To conduct public consultation on the proposed competency standards as well as certification and accreditation guidelines for Ayurveda and Ayurvedic medicine practitioners prior to finalization and approval;
6. To conduct collaborative research project and promote publication in a reputed, indexed and peer reviewed medical journal upon the consent of the other Participant; and
7. To develop teaching material related to Ayurveda, which could be used as a basis for the integrative medicine course and for research purposes.

B. Roles and responsibilities of NIA

1. To recognize PITAHC as a Collaborating Centre for research and teaching of Ayurveda, Yoga and Wellness in particular and in general;
2. To receive and send experts in the field of Ayurveda for Training and teaching;
3. To provide technical assistance in the formulation of competency standards for the practice of Ayurveda and Ayurveda curricula;
4. To impart technical know-how in the development of implementing guidelines on certification or registration of Ayurvedic medicine practitioners and accreditation process of Ayurvedic medicine clinics or healing centers and training centers, as part of regulation; and

5. To conduct collaborative research project and to promote publication in a reputed, indexed and peer reviewed medical journal upon the consent of the other Participant.

PARAGRAPH- IV

FINANCIAL ARRANGEMENTS

- (a) The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding will be jointly decided upon by the respective Participants on a case-by-case basis subject to applicable laws, rules and regulations, and to the availability of funds;
- (b) Notwithstanding anything contained in paragraph (a) above, expenses for organizing the meetings and conferences within the framework of this Memorandum of Understanding will be borne by the Participant hosting the events. The Participant, which is sending its representatives for participation in the said events, if any, will bear their own travel and living expenses.

PARAGRAPH- V

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

A. General Clauses:

- (i) Each Participant shall ensure appropriate protection of Intellectual Property Rights (IPR) generated from the research cooperation pursuant to this MoU, consistent with Participants respective laws, rules and regulations and multilateral agreements to which both Participants' are party to.
- (ii) In case research is carried out solely and separately by one Participant or the research results are obtained through the sole and separate efforts of one Participant, the concerned participant shall apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Participant.
- (iii) In case of research results obtained through joint activities, the grant of intellectual property rights shall be sought by both the Participants jointly and once granted these rights will be jointly owned by the Participants.
- (iv) The Participants shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without consent of the other Participant.

B. Commercialization:

In case of research results obtained through joint activities under this MoU both Participants shall apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Participants to commercialize the technology in their

respective countries. Commercialization in any other county shall be done jointly through a separate agreement.

C. Publication:

Any publication, document and/or paper arising out of joint work conducted by the Participants pursuant to this MoU shall be jointly owned. The use of the name, logo and/or official emblem of the Participants on any publication, document and/or paper shall require prior written permission of both Participants to ensure that the official emblem and logo be not misused.

D. Confidential Information:

- (i) All information and documents to be exchanged pursuant to the Memorandum of Understanding shall be kept confidential by the participants and shall be used subject to such terms as each Participant may specify. The Participants shall not use the information for purposes other than that specified without the prior written consent of the other Participant.
- (ii) All Confidential Information shall remain the exclusive property of the disclosing Participant. The Participants agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right over the disclosed information. A Non-Disclosure agreement shall be executed.
- (iii) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU shall not be transmitted to a third party, unless otherwise agreed in writing by the participants.
- (iv) Both Participants agree that the provisions of this paragraph shall continue to be binding between the participants notwithstanding the termination of this Memorandum of Understanding.

PARAGRAPH- VI

AMENDMENT

Either Participant may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the Participants shall be in writing, duly signed by the authorized representatives of the Participants and shall take effect on such date as may be determined by the participants.

Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on the MoU prior or up to the date of such revision, modification or amendment.

PARAGRAPH- VII

RESOLUTION OF DISPUTES

Any disputes arising from the implementation or interpretation of this MoU shall be resolved amicably by consultation between the Participants.

PARAGRAPH- VIII

ENTRY INTO FORCE, DURATION AND TERMINATION

- (a) This MoU will come into effect on the date of its signing and will remain in force for a period of five (5) years;
- (b) Thereafter, it will be automatically extended for a further period of five (5) years;
- (c) Notwithstanding anything in this Paragraph, either Participant may terminate this MoU by notifying the other Participant of its intention to terminate this MoU by a notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so; and
- (d) The termination of this MoU will not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this MoU.

IN WITNESS WHEREOF the respective representatives of the Participants authorized to sign this Memorandum of Understanding, affix thereto their seals on this _____ day of March 2020 at _____, Philippines.

DONE at *(place of signing of MOU)* on this *(date of signing of MOU)* in two (2) originals, each in the *(official language name of opposite country)*, Hindi and English languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.

**PHILIPPINE INSTITUTE OF
TRADITIONAL AND ALTERNATIVE
HEALTH CARE (PITAHC) FOR THE
GOVERNMENT OF THE REPUBLIC OF
THE PHILIPPINES**

**NATIONAL INSTITUTE OF AYURVEDA
(NIA) FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA**



Name: DR. ANABELLE P. DE GUZMAN
Designation: Director-General,



Name: DR SANJEEV K SHARMA
Designation: Director cum Vice-Chancellor
(I/c) & Medical Superintendent,