



MEMORANDUM OF UNDERSTANDING

Between



Dr. SARVEPALLI RADHAKRISHNAN RAJASTHAN AYURVED UNIVERSITY
JODHPUR, RAJASTHAN, INDIA

And

TANTIA UNIVERSITY, SRI GANGANAGAR,
RAJASTHAN, INDIA

This Memorandum of Understanding (MoU) made and executed
at *D.X. S.R. Rajasthan Ayurved University* on *30-12-2023*.

Between

Dr. SARVEPALLI RADHAKRISHNAN RAJASTHAN AYURVED UNIVERSITY,
Jodhpur is a State University established by the Rajasthan Ayurved University Act, 2002
(Act no. 15 of 2002) having its main campus and administrative office at Nagaur Road,
Karwar, Jodhpur, Rajasthan, India (here in after referred to as DSRRAU, Jodhpur),
through its authorized signatory Prof. (Vd.) Pradeep Kumar Prajapati, Vice Chancellor,
DSRRAU, Jodhpur which expression shall, unless it is repugnant to the subject or
context here of, include it success ors, executors, administrators, assignees and/ or
nominees) of First part.

And

TANTIA UNIVERSITY, Sri Ganganagar is established under Act No. 32 of 2013 by
Legislative Assembly of the State of Rajasthan as per Section 2(f) of UGC ACT 1956.
(here in after referred to as TU, Sri Ganganagar), through its authorized signatory
Prof.(Dr.) M.M. Saxena, Vice Chancellor, TU, Sri Ganganagar which expression shall,
unless it is repugnant to the subject or context there of, include it ssuccessors, executors,

administrators, assignees and/ or nominees) of Second part.

2

Both DSRRAU, Jodhpur and TU, Sri Ganganagar shall be individually be referred to as "Party" and collectively as "Parties".

Whereas

Dr.SARVEPALLI RADHAKRISHNAN RAJASTHAN AYURVED UNIVERSITY, Jodhpur is created as a center forum parting AYUSH Education of international standards and conducting research at the cut tinged geo technology to meet the current and future challenges of technological development.

And

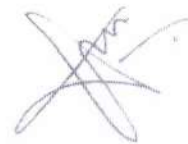
Tantia University, Sri Ganganagar is imparting courses and research in Ayurved, Homoeopathy, Nursing, Education, Physical Education, Agriculture, Law and many more disciplines.

1. Scope of MoU:

Both the parties, in principle, agree to work in the following areas of collaborations:

- a) Exchange of information relating to their activities in teaching and research in fields of mutual interests;
- b) Undertake Research studies in areas of mutual interest;
- c) Collaboration in curriculum development for skill development /education;
- d) Provide mutual access to facilities for the academic purposes as mutually agreed between the parties prior to commencement of the activity;
- e) Conduct short-term courses, as mutually agreed in writing between the parties prior to commencement of the activity;
- f) Areas of collaboration may be proposed by either institution of mutual interest;
- g) Joint academic and research activities;
- h) Faculty and students Exchange;
- i) Staff professional development;
- j) Sharing or creation of educational materials and resources;

Any specific activity developed under the MoU shall be detailed in a subsequent



agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget and responsible departments or individuals etc.

2. Commencement and Validity:

This Memorandum of Understanding shall commence on the date of signing of this MoU and shall remain valid initially for a period of **three years (03)**, thereafter, extendable upon review of activities and mutual interest.

3. Commercial:

In the case, commercials arising beyond the scope of this MoU both the parties shall work out commercials with respect to each individual workplan separately. In no such case, any financial or academic liability on one party would be transferable on the other party.

4. Intellectual property:

- a) Important research findings arising out of the activities covered under this MoU may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborators.
- b) Knowledge developed, which can result in commercial exploitation would be protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institutes decides not to share the expenses for protecting IPR, then, it will assign its rights to the other institute to enable the other institute to file for IPR protection.
- c) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- d) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually by both the parties, on case-



to-case basis and through exchange of letters.

4

- e) Both parties shall abide by the Government Rules as applicable from time-to-time.

5. Non-exclusivity of the MoU

Notwithstanding anything contained in the provisions excepting Clause 4 of the MoU either party or both parties together have the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the MoU.

6. Terminations:

- 6.1 In case of breach of the MoU conditions, both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three -month notice in writing sent by registered post or Speed Post or Courier or through official Email.
- 6.2 Without prejudice to any other remedies, both Parties shall have at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:
- ✓ Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.
 - ✓ Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.
 - ✓ Any of the parties are guilty of any conduct which legally is prejudicial to



the contract's interests.

5

- ✓ No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of the other Party.

7. Force Majeure:

- 7.1 If the performance of the obligations under this Memorandum of Understanding is prevented by reason of any contingencies, which could have been reasonably avoided and are beyond the control of the parties, the party so affected shall not be liable to the other for damages to the extent of such prevention. Such contingencies include strikes of workers, fire, flood, explosion, riots, sabotage, acts of God and war or enemy action.

8. Notice:

- 8.1 Save as hereinbefore otherwise provided, any notice required to be given hereunder shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties or through official Email. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission, it should have been delivered at the address to which it was sent.

9. Indemnity:

- 9.1 This MoU is based on a spirit of goodwill and mutual respect and specifically precludes all exchange of monetary gains. Both the parties undertake to serve the needs and requirements for the selfless motive of serving the national interest and agrees to forgo all monetary benefits that are drawn by both parties under this MoU. In line with the forgoing, both parties here by agrees to indemnify, defend and held the Institute harmless at all times from any loss, claim, damage, costs,



taxes, duties, penalties or entries.

6

9.2 Both parties shall indemnify each other against all losses damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

10. Dispute Resolution:

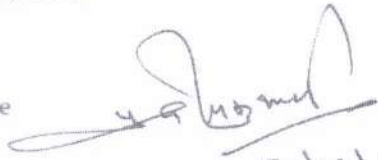
10.1 "Any claim, dispute or difference relating to or arising out of this MoU shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time" The place of arbitration shall be at campus of the First party. The place for jurisdiction for any dispute or claim before a court or an arbitration shall be High Court, Jodhpur.

In witness thereof the parties have set their hands and seal on the day, month and year first written.

For
Dr. Sarvepalli Radhakrishnan
Rajasthan Ayurved University, Jodhpur
Rajasthan, India

For
Tantia Univeristy,
Sri Ganganagar,
Rajasthan, India

Signature



30/12/23

Name: Prof. (Vd.) Pradeep Kumar Prajapati
Designation: Vice-Chancellor

Witness :

1. Signature

Name: Smt. Seema Kavia
Designation: Registrar, DSRRAU, Jodhpur

2. Signature

Name: Prof. M. K. Saxena
Designation: Principal

Signature



Name :- Prof.(Dr.) M.M. Saxena
Designation: Vice-Chancellor

Witness :

1. Signature

Name: - Dr. Vinod Kumar Sharma
Designation: - Registrar,
Tantia University, Sri Ganganagar

2. Signature

Name: Dr. Vinod Kumar Sharma
Designation: Registrar