

BETWEEN

VIMALA COLLEGE (AUTONOMOUS), TIRISSUR  
(DEPARTMENT OF BOTANY)

&

AMRITA SCHOOL OF AYURVEDA,  
AMRITAPURI, AMRITA VISHWA  
VIDYAPEETHAM, INDIA.

(DEPARTMENT OF PANCHAKARMA)

FOR

ADD ON COURSE AND RESEARCH COLLABORATION

**મારતીય ગોર ન્યાયિક**



કેરલ કેરલ KERALA

BR 040550

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 01<sup>ST</sup> DAY OF OCTOBER TWO THOUSAND TWENTY (01-10-2020) by and between

VIMALA COLLEGE (AUTONOMOUS), THRISSUR, THE FIRST PARTY represented herein by its Principal, Vimala college (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

AMRITA SCHOOL OF AYURVEDA, KOLLAM, THE SECOND PARTY, and represented herein by its Principal, Amrita School of Ayurveda, (hereinafter referred to as "Second Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

Department of Botany will act on behalf of first party and Department of Panchakarma will act on behalf of second party as regards all activities in connection with this MOU



18/204/150/- Amrita School of Ayurveda  
er.....28/03/2019  
S. SHIBU  
STAMP VENDOR  
KOLLAM

**WHEREAS:**

- A) First Party is a Higher Educational Institution named  
**VIMALA COLLEGE (AUTONOMOUS), TIRISSUR**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation *within area of Skill Based Training, Education and Research.*
- D) **AMRITA SCHOOL OF AYURVEDA, KOLLAM**, the Second Party is engaged in Professional education, Skill Development, Manufacturing and R&D Services in the fields of **Add on Course and Research collaboration in related fields**
- E) **AMRITA SCHOOL OF AYURVEDA, KOLLAM**, the Second Party is affiliated to Amrita Vishwa Vidyapeetham, Deemed university.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH  
IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1**

**CO-OPERATION**

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2 SCOPE OF THE MoU**

Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills, knowledge and Research aptitude

**Curriculum Design:** Both Parties will give valuable inputs mutually in teaching / training methodology and suitably customise the curriculum so that the students fit into the academic scenario meaningfully, when and where it is necessary

**Training & Visits:** interaction between institutions will give an insight in to the latest developments / requirements of the health care system, Both Parties to permit the Faculty and Students to visit Academic and research facilities and also involve in delivering guest lectures for mutual benefit.

**Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Add on Course and medicinal plant research.**

**Skill Development Programs:** Both Parties have agreed to mutually train the students on the emerging research areas in order to bridge the skill gap and make them industry ready.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of both parties to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

## **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

## **CLAUSE 4 VALIDITY**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **both parties**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **both parties** after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

**CLAUSE 5**  
**RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that Department of Botany, Vimala College (Autonomous), Thrissur and Department of Panchakarma, Amrita School of Ayurveda, Kollam are acting under this MOU on behalf of first party and second party respectively and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Karunagappally.

**AGREED:**

For VIMALA COLLEGE (AUTONOMOUS)

Dr. Sr. Beena Jose  
Principal  
Vimala College VIMALA COLLEGE  
(AUTONOMOUS)  
THRISSUR - 680 009

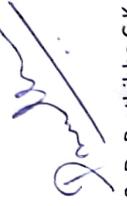
Dr C Nagarajan  
Principal  
Amrita School of Ayurveda  
Clappana P.O., Kollam - 690525



Name of Institution	Name of Institution
VIMALA COLLEGE (AUTONOMOUS), THRISSUR	Amrita School of Ayurveda, Clappana P.O., Vallikavu, Kollam, Kerala - 690525
0487 2332080	04762897043
vimala@uoc.ac.in	aamc@am.amrita.edu
Web	Web

  
Witness 1: Dr Anandaraman P.V  
Professor and Head  
Department of Panchakarma  
Amrita School of Ayurveda

  
Witness 3: Dr. Sheeja T Tharakan  
Assistant Professor & Head  
Department of Botany  
Vimala College (Autonomous),  
Thrissur

  
Witness 2: Dr Prathibha C.K  
Professor  
Department of Panchakarma  
Amrita School of Ayurveda

  
Witness 4: Smt. Smitha P.S  
Assistant Professor  
Department of Botany  
Vimala College (Autonomous),  
Thrissur