

## **AGREEMENT**

between

**Central Council for Research in Ayurvedic Sciences, Republic of India**

and

**Peoples' Friendship University of Russia**

**On Cooperation in the field of AYURVEDA**

The Central Council for Research in Ayurvedic Sciences (CCRAS), an autonomous body of Ministry of AYUSH of the Republic of India and Peoples' Friendship University of Russia" (PFUR); (hereafter collectively referred to as the 'Parties') are desirous to strengthen and further develop co-operation between the two institutions in the field of traditional systems of medicine.

Have agreed as follows:

### **1. SCOPE OF ACTIVITIES / AREAS OF COOPERATION**

CCRAS and PFUR, represented by the Institute of Oriental Medicine, in accordance with the assumed international legal obligations and applicable national legislation of the Republic of India and the Russian Federation, have expressed their willingness to:

- 1.1. Undertake academic and research activities in Ayurveda in accordance with the interests of the Parties.
- 1.2. Design short medium term educational courses in accordance with the needs of the Parties for the training areas in Ayurveda.
- 1.3. Seek continuous improvement of the training programmes at PFUR, providing tutorials to regular students, promoting research activities and innovations in AYUSH Systems of Medicine.
- 1.4. Provide academic leadership to IOM PFUR, primarily through advanced training of the representatives of the Parties and the creation of a supportive environment for teaching and research in the field of Ayurveda.
- 1.5. Explore feasibility of collaborative research and drawing up strategies for dissemination of results of completed studies.

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1.6. The First Party should act as a reliable source of Ayurveda and other AYUSH related information for the Second Party to ensure the correct educational process.

1.7. Conduct workshops/ seminars/conferences on Ayurveda.

1.8. Advocate the safe use of Ayurveda systems in the Republic of India and the Russian Federation.

1.9. Identify in the existing academic/ research programmes on Ayurveda, their strength and gaps and make appropriate adjustments in the work of the Parties.

1.10. Comply with national legislation and internal normative acts of the Parties.

## **2. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

2.1. For any use of the name or logo of any Party in publications it is necessary to obtain prior written consent of the relevant Party.

2.2. The Parties agree to protect intellectual property rights generated from such cooperation consistent with their respective national laws, rules and regulations and other international treaties / agreements to which both Parties are parties.

2.3. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by the Parties jointly, as per mutually agreed terms, and once granted, these rights will be jointly owned by the Parties on the same agreed terms.

## **3. CONFIDENTIALITY**

3.1. All information and documents to be exchanged pursuant to the Agreement will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than specified without the prior written consent of the other Party.

3.2. All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that this Agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

3.3. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientist or technicians and exchanged under the provisions of this Agreement will not be transmitted to a third party, unless otherwise agreed by the Parties.



#### **4. VISA ARRANGEMENTS**

4.1. CCRAS will appoint the representative of AYUSH at PFUR, inform the PFUR and arrange official passports for the representative of AYUSH and for his/ her spouse for receipt of appropriate entry visa in accordance with the migration laws of the Russian Federation.

4.2. PFUR will advise the CCRAS on the appropriate visa and other related documents required to be obtained for the representative of AYUSH (and if necessary for his/ her spouse and/or minor child children (hereafter referred to as 'family members')), which would ensure entrance into, residence in and permission to carrying out his/her assignment in PFUR for the duration of the appointment.

4.3. CCRAS will provide all required documents for the representative of AYUSH and his/her family members to the PFUR on the basis of which the PFUR will prepare the required documentation for the local office of the Federal Migration Service of Russia for executing invitations required for entrance of the representative of AYUSH and his/her family members into the Russian Federation.

4.4. Based on the invitations received from PFUR, CCRAS will then approach the Consular Division of the Embassy of the Russian Federation in the Republic of India for obtaining appropriate visas for the representative of AYUSH and his/her family members.

4.5. The representative of AYUSH and his/her family members must ensure compliance with the rules, regulations and procedures for entering the Russian Federation.

4.6. The visas and other related documents of the representative of AYUSH and his/her family members must be obtained prior to entering the Russian Federation.

4.7. The representative of AYUSH and his/her family members agree to comply with the laws of the Russian Federation as well as all conditions of the visa and are responsible for timely informing PFUR of their visa status changes during their stay in the territory of the Russian Federation.

#### **5. ISSUES RELATED TO THE ACTIVITIES OF THE REPRESENTATIVE OF THE MINISTRY OF AYUSH**

5.1. The representative appointed by the Ministry of AYUSH must meet the qualification requirements for higher education teaching personnel in the Russian Federation and will perform academic activities at the Department of Ayurveda of the Institute of Oriental Medicine PFUR as an invited specialist (expert).

5.2. The representative of the Ministry of AYUSH will be invited for a period of one (1) year from the date of signing the Agreement with subsequent annual renewals, if not stated otherwise, by mutual agreement of the Parties.

5.3. CCRAS must inform the PFUR not later than six months prior to the date of expiry of the visa for the Russian Federation of its intention to continue or terminate the assignment of the representative of AYUSH.

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5.4. CCRAS shall meet costs relating to the to the salary and appropriate allowances of the selected representative of the Ministry of AYUSH, as well as the air fare of the representative and his/her family members.

5.5. PFUR shall provide rent free accommodation with basic facilities to the representative of the Ministry of AYUSH, his/her spouse and minor child/children (limited to two (2) children) as well as a compensation of transport expenses inside the constituent territory of the Russian Federation to which the representative was assigned during official assignments on behalf of the Department of Ayurveda of the Institute of Oriental Medicine PFUR (IOM PFUR).

5.6. Every year, PFUR shall provide health (medical) insurance for the representative of the Ministry of AYUSH and if necessary to his/her spouse and minor child/children (limited to two (2) children).

5.7. PFUR shall provide the representative with all the necessary office supplies, including work place with a computer with Internet access, telephone, etc. for effective work.

5.8. Every year, PFUR will convey to CCRAS about its needs related to its academic activities related to this Agreement for the following academic year in advance.

## **6. OTHER PROVISIONS**

6.1. The Parties agree to comply with all national, state or local laws, rules and regulations applicable to the respective Party in its own country in the implementation of this Agreement.

6.2. Nothing in the Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship or to impose either Party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. Neither Party shall have any right or authority to bind, speak for or contract on behalf of the other Party.

## **7. ENTRY INTO FORCE, DURATION, AMENDMENTS, TERMINATION AND SETTLEMENT OF DISPUTES:**

7.1. This Agreement shall come into effect from the date of its signature and shall remain in force for a period of three (3) years. Thereafter, it will be automatically renewed for another three (3) years if none of the Parties has notified the other of the contrary.

7.2. Either Party may request in writing for revision, modification or amendment of all or any part of this Agreement.

7.3. Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Agreement of Cooperation.

7.4. Such revisions, modifications or amendments (indicated in 7.3) shall come into force with effect from date as may be determined by the Parties

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

7.6. A request for continuation and/or termination of this Agreement could be initiated by either Party and should so be done through a written notice at least three months prior to the proposed date of expiry.

7.7. Any dispute arising out of the interpretation, application or implementation of any provision of this Agreement shall be settled amicably through mutual consultation and/or negotiation between the Parties, without reference to any third party or international tribunal.

7.8. The Institute of Oriental Medicine represented by its Director is responsible for the fulfillment of obligations (including financing) on behalf of PFUR and academic activities of the invited specialist from the Ministry of AYUSH will be executed at the Department of Ayurveda of IOM PFUR.

7.9. Regulation of all financial relations arising from the delivery of this Agreement shall be subject to other separate agreements.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their Parties, have signed this Agreement.


Signed in two (2) originals, each in English and Russian languages, all texts being equally authentic.

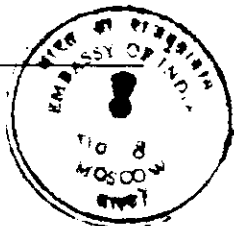
In case of divergence in interpretation, the English text shall prevail.

Rector of Peoples' Friendship University of Russia (PFUR)

  
V.M. Filippov

The Ambassador Extraordinary and Plenipotentiary of the Republic of India in the Russian Federation

  
P.S. Raghavan



Date: 24.12.2015

