

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY**

**An Autonomous organisation under the**

**MINISTRY OF AYUSH, GOVERNMENT OF THE REPUBLIC OF INDIA**

**AND**

**ROYAL LONDON HOSPITAL FOR INTEGRATED MEDICINE (RLHIM)**

**Part of University College London Hospitals, NHS Foundation Trust**

**ON**

**COOPERATION IN THE FIELD OF**

**RESEARCH and EDUCATION in HOMEOPATHIC MEDICINE**

The Central Council for Research in Homeopathy (CCRH), Ministry of AYUSH, Govt. of India and Royal London Hospital for Integrated Medicine (RLHIM), NHS Foundation Trust, Department of Health, Government of United Kingdom, (hereinafter referred to individually as "the Party" and collectively referred to as "the Parties")

Desiring to strengthen and develop co-operation in the field of Research and Education in Homeopathic Medicine

HAVE REACHED the following understanding:

## ***Article 1***

### **OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each country, agree to strengthen, promote and develop co-operation in homeopathy between the two Institutes on the basis of equality and mutual benefit.

## ***Article 2***

### **AREAS OF COOPERATION**

Each Party will endeavor to take necessary steps to encourage and promote co-operation in the following areas and/or forms:

- (a) Participation in joint research projects; International projects; metaanalysis, randomised, pragmatic multicentric and basic research studies, in areas of mutual interest;
- (b) Exchange of information, documentation and scientific publications;
- (c) Joint organization of conferences, seminars, workshops and symposia;
- (d) Exchanging experts for training of practitioners, scientists, teaching professionals and students;
- (e) Accommodating interested scientists, practitioners and students in institutions for research, educational and training programmes;
- (f) Joint research projects may include, but are not limited to:
  - A pragmatic randomized, double-blind, controlled trial of homeopathic treatment versus standard treatment in acute otitis media in children including impact on prescription of antibiotics.
  - A systematic review and meta-analysis of homeopathic pathogenetic trials published from 1996 to 2014.
  - A 'prospective, pragmatic, observational study to validate prescribing indications for commonly used homeopathic medicines.
- (g) Any other areas and/or forms of co-operation, including education activity, courses, seminars, expert meetings etc mutually agreed upon subsequently by the Parties

### *Article 3*

#### **FINANCIAL ARRANGEMENTS**

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

#### *Article 4*

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

#### **A. General Clauses:**

- (i) Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.
- (ii) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate efforts of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- (iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.
- (iv) The Parties 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 party.

#### **B. Commercialization:**

In case of research results obtained through joint activities under this MoU both parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country 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 will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

#### **D. Confidential Information:**

- (i) All information and documents to be exchanged pursuant to the Memorandum of Understanding 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 that specified without the prior written consent of the other party.
- (ii) 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.



- (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 will not be transmitted to a third party, unless otherwise agreed by the Parties.
- (iv) Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

#### *Article 5*

#### **REVISION, MODIFICATION AND AMENDMENT**

- (a) Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding;
- (b) Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- (c) Such revision, modification or amendment shall come into force on such date as may be determined by the Parties; and
- (d) Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.

#### *Article 6*

#### **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels, without reference to any third party or international tribunal.

#### *Article 7*

#### **ENTRY INTO FORCE, DURATION AND TERMINATION**

- (a) This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years;
- (b) Thereafter, it shall be automatically extended for a further period of five (5) years;
- (c) Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding 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 Memorandum of Understanding shall not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.

**IN WITNESS WHEREOF** the undersigned, being duly authorized thereto by their respective institutes, have signed this Memorandum of Understanding.

DONE at ----- on this ----- in two (2) originals each, in the English and Hindi English languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.

FOR THE CENTRAL COUNCIL FOR  
RESEARCH IN HOMEOPATHY

Name:

Designation:

*Deputy High Commissioner  
India.*

FOR THE ROYAL  
LONDON HOSPITAL FOR  
INTEGRATED MEDICINE

Name:

Designation:

*Director of  
Research.*