Department of Psychiatry

L. T. M. Medical College and General Hospital, Sion, Mumbai 400022

Application Form for Observership

Date:

To,
The Dean,
L. T. M. Medical College and General Hospital, Sion, Mumbai 400022

Sub: Application for Observership

Respected Sir,

I wish to do observership in the department of psychiatry.

The required details are as follows:

Name of the applicant:		Date of Birth:
Name of Institute:		Qualification:
Duration of Observership:	From:	To:
Residence address:		
Mobile number:		

I will be happy to pay the stipulated fee of Rs. 1600/- per month to the Accounts Department Municipal Corporation of Greater Mumbai and a voluntary donation of Rs. ~~1600~~ 2000/- to the Department Development Fund of Psychiatry Department (DDF-Psychiatry).

Kindly permit.

Sincerely Yours,

(Signature of the applicant)

Enclosed:
1. A copy of photo identity card (Aadhar Card / Passport / Election Card)
2. A copy of qualification certificate.

Recommended	Recommended	Permitted
(Mrs Alpa Alure) (Clinical Psychologist) (Department of Psychiatry)	(Dr Nilesh Shah) (Professor and Head) (Department of Psychiatry)	(Dean (L) L.T.M.M.C.& L.T.M.G.H.

Mrs. ALPA M. ALURE

AMITY UNIVERSITY

Established vide Maharashtra Act No. 13 of 2014, of Government of Maharashtra, and recognised under section 2 (f) of UGC Act 1956

Amity Institute of Behavioral and Allied Sciences

(AIBAS)

Department of Clinical Psychology

To,

The Dean

L.T.M Medical College and General Hospital

Sion, Mumbai 400022

Date: 24th December 2019

Subject: Placing M.Phil Clinical Psychology students for Practicum/Field work

Dear Madam/Sir,

Amity University Mumbai would like to collaborate with your esteemed hospital for placement of M.Phil Clinical Psychology Students of Amity Institute of Behavioural and Allied Sciences (AIBAS), Amity University, Mumbai under the guidance of Psychiatrists/ Clinical Psychologists/Counselors to learn and help in assessment and treatment of cases as a part of fulfillment of their M.Phil program.

1. The students will be placed as per the days and time prescribed by our university academic schedule. They shall follow all ethical codes of conduct Rules and Regulation of the Hospital, strict discipline will be maintained by our students.
2. Students will be given exposure to assessments and actual psychotherapy sessions.
3. AIBAS students pursuing Professional Clinical Psychology courses will also assist clinical psychologist/psychiatrist/counselor/therapist in assessment and therapy.
4. For furthering the cause of community mental health, your esteemed hospital and Amity University Mumbai may jointly organize mental health camps, workshops, symposiums, training courses/conferences.

5. AIBAS Faculty with clinical psychology background will supervise students and give them necessary instructions. and would also help the hospital in assessment and intervention.
6. At the end of clinical training program, we expect that the Certificates of Experience are issued to our students by your esteemed hospital.

Looking forward for a positive response.

Thanking You,

Mr. Jacob K John
Asst. Prof& Coordinator
Dept. of Cl. Psychology
AIBAS-AUM
email: *jkjohn@mum.amity.edu*
Mob: 9961002076

Dr. Gautam Gawali
Professor & Director
AIBAS-AUM

26/12/19 Respected Sir,

I have no objection to students being granted permission for observership.

Mrs. ALPA M. ALURE
CLINICAL PSYCHOLOGIST
DEPT. OF PSYCHIATRY
L.T.M.G. HOSPITAL & LTMMC
Sion, Mumbai - 400 022.

26-12-19

DR. NILESH SHAH
Professor & Head
Department of Psychiatry
L.T.M.M.C. & L.T.M.G.H.
(Sion Hospital), Sion, Mumbai-400022.
Regd. No. 55896

PERMITTED
As Per Rules

AMITY UNIVERSITY

Established vide Maharashtra Act No. 13 of 2014, of Government of Maharashtra, and recognised under section 2 (f) of UGC Act 1956.

DEPARTMENT OF CLINICAL PSYCHOLOGY
AMITY INSTITUTE OF BEHAVIOURAL & ALLIED SCIENCE (AIBAS)
&

JAGRUTI REHABILITATION CENTRE

JAGRUTI REHABILITATION CENTRE, TALOJA, NAVI MUMBAI

MEMORANDUM OF UNDERSTANDING

Department of Clinical Psychology, Amity Institute of Behavioural & Allied Sciences (AIBAS), Amity University Mumbai (AUM), Panvel, Mumbai (Maharashtra) with the following objectives:

- To advance the clinical training and practice of M.Phil/MA Clinical Psychology Students.
- To further public education therein; and
- To promote research work in Mental Health, understanding and treatment of mental health disorders in all its forms and aspects and related subjects and publish the results of all such study and research,

Whereas **Jagruti Rehabilitation Centre, Taloja** requested advice and cooperation in achieving the following main objectives.

- Capacity building in primary care to deliver quality mental health.
- Provide quality secondary care and advice to primary care
- Use principles of Clinical Psychology as appropriate
- Enhance public education on mental health to combat stigma against mental health
- Collaborations to enhance mental wellbeing
- Participate in developing training in mental health at individual and community level.
- Mental Health training to providers of education and social work.

Whereas Department of Clinical Psychology, AIBAS, AUM and Rehabilitation Centre, Taloja wish to cooperate in their respective fields of mutual interest;

Now therefore, the parties here to agree to sign a general framework agreement on collaboration, subject to specific annexes, which will permit the exchange of Clinical training experience and the organization of joint activities, in close collaboration, pursuant to the following objectives:

1. To establish close collaboration in all relevant fields through the AIBAS, AUM, Panvel.
2. To enable the exchange of relevant academic information between both institutions in areas relating to Clinical Psychology training and teaching activities.
3. To promote joint research projects in areas relevant to Clinical Psychology.
4. To study the viability of establishing assistance to professionals and students who wish to undertake periods of training in either of the object of this agreement.

AMITY UNIVERSITY MUMBAI

5. Exchanging trainees through the volunteer scheme.
6. Collaborating and exchanging expertise in initiatives to balance patients' and carers' rights for care and treatment.
7. To share experience in raising understanding of advocacy about mental health with our respective management.
8. Translations of relevant fact sheets and information regarding patient related educational materials and pamphlets into local languages will be carried out with due acknowledgement and referral as and when required for the practical training of M.Phil/MA Clinical Psychology Students.

Term

This agreement remains valid for a term of 5 years subject to periodic reviews. The agreement may be terminated by either party at any time before the end of the term, subject to three months' prior written notice.

No financial implication will be applicable.

In witness thereof, both parties sign the following agreement.

Mr. Hemant Shinde	**Mr. Jacob K John**	**Dr. Gautam Gawali**	**Dr. Ravi Manuja**
Director, Jagruti Rehabilitation-Centre, Taloja, Navi Mumbai	Assistant Professor&-Coordinator, Department of Clinical Psychology, AIBAS, AUM	Professor& Director, AIBAS, AUM	Registrar, AIBAS, AUM
(OFFICE SEAL)	(OFFICE SEAL)	(OFFICE SEAL)	(OFFICE SEAL)

Professor
Amity Institute of Behavioural and Allied Sciences
Amity University, Maharashtra, Mumbai

REGISTRAR
AMITY UNIVERSITY MUMBA
MUMBAI - PUNE EXPRESSW
PANVEL - MUMBAI - 410 20

Date Signed: 12/02/2020

Place: Taloja

४. शिक्षणसंस्थेसाठी खाटामध्ये काही, नुतनीकरण करावे लागेल तर संस्था ती स्वखर्चाने करील. परंतु ज्यावेळी करण्यात अलेल्या खाटांची मागणी करण्यात येणार नाही.

५. शासनास खाटांचि गरंज भासल्यास कोणतीही अट न सांगता त्वरीत संस्था खाटासोडण्यास बांधिल राहील.

६. शिक्षण अभ्यासकामासाठी संस्थेने रुग्णालय ज्यास्थितीत घेतले त्याच स्थितीत परत करण्याची हमी देत आहे.

७. शासन राबवित असलेल्या विविध राष्ट्रीय व स्थानिक कार्यक्रमास संस्था व विद्यार्थी सहभागी होतील.

८. संस्था कोणत्याही प्रकारे खाटांवर मालकी हक्क दर्शविणार नाही.

दिनांक:- ०६/०१/२०२०

ठिकाण:- ठाणे

स्वाक्षरी

१) जेकब के जॉन
(असिस प्रोफेसर ॲन्ड कोडीनेटर)

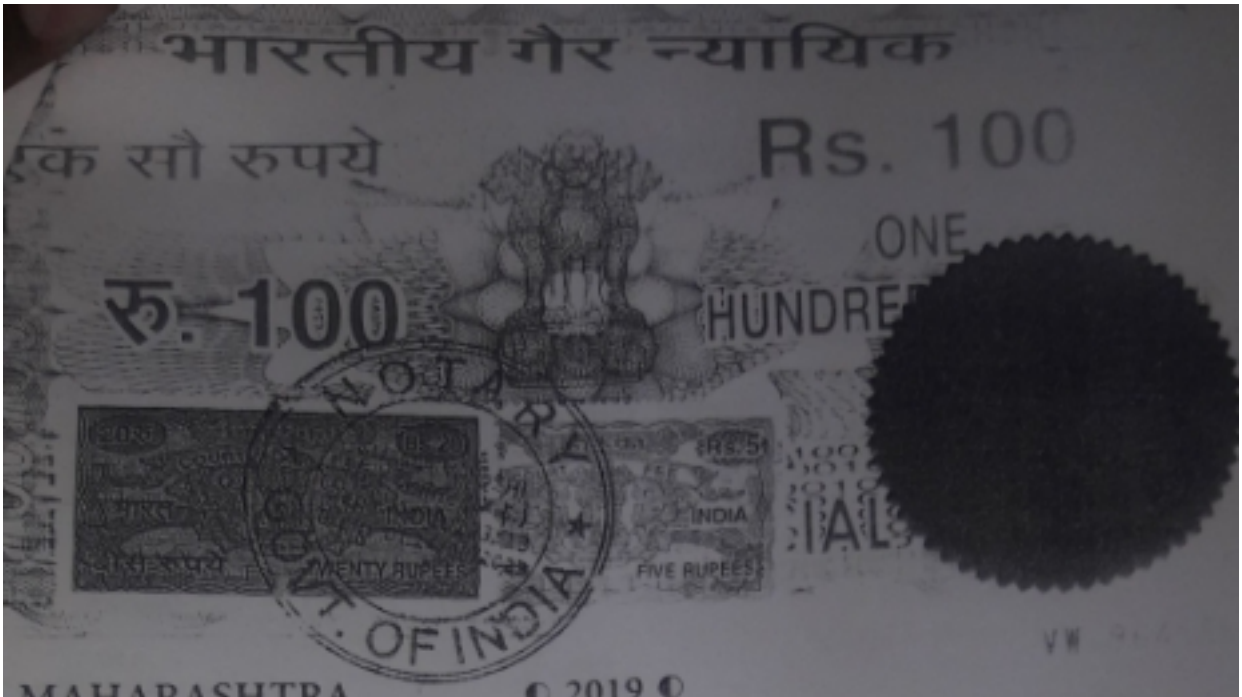
२) डॉ. गौतम गवळी
(प्रोफेसर ॲन्ड डायरेक्टर)

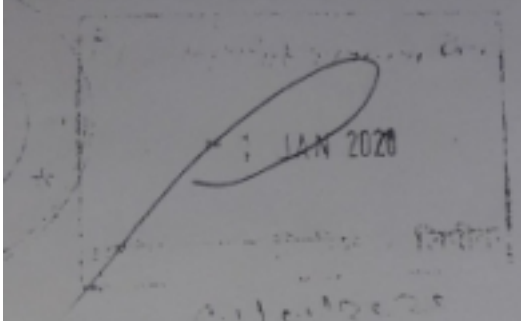
NOTARISED

SUJATA V. JOSHI
ADVOCATE & NOTARY
101/102, Vishal Bldg., Station Road,
W), Thane-400 601.

NOTED & REGISTERED
Sr. No. 95/2020

6 JAN 2020







हमीपत्र

१. शासनाने दिलेल्या खाटा ज्या प्रयोजनासाठी वापरण्यास मान्यता दिले आहे त्याच प्रयोजनासाठी वापरण्याची हमी देण्यात येत आहे.

२. शासन ज्यादराने फी आकारेल ती भरण्यास संस्था तयार आहे.

३. ज्या-ज्यावेळी भाडयामध्ये शासन वाढ करतिल ती संस्थेस मान्य राहील

In witness where of the Governor of Maharashtra has caused the DHS to the public health department of Government of Maharashtra to said his hand affix the seal of his office there to for an his behalf of and the manager of the institute here into said their hands on the day here first here in above return.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Hospital Premise)

SECOND SCHEDULE ABOVE REFERRED TO

(here set out particulars on each bed like its serial number, number of the ward in which it is situated etc.)

SIGNED, SEALED AND DELIVERED

By Shri.

MEDICAL SUPERINTENDENT
Regional Mental Hospital
Thane

Civil Surgeon, District to the Government of Maharashtra for and behalf of the Governor of Maharashtra in the presence

(1)

(2)

SIGNED, SEALED AND DELIVERED

By the abovenamed Managers of the Institute

(1) Dr. D.S Rao

(2) Dr. Ravi Maraja for Nirmal

(3) Dr. Gautam Gawali

(4) Mr. Jacob K. John

(5)

The present members of the Managing Committee of ----------

In the presence of :

NOTARY
HEENA P. SHAIKH
Dist. Thane (M.S.)
Regn. No. 10294(13)
Exp. Dt. 14/02/23
GOVT. OF INDIA

VICE CHANCELLOR
AMITY UNIVERSITY MUMBAI
MUMBAI-PUNE EXPRESS WAY
PANVEL, MUMBAI - 410 206

Professor & Director
Amity Institute of Behavioural and Allied Sciences
Amity University, Maharashtra
Mumbai

NOTARISED

HEENA P. SHAIKH
ADVOCATE & NOTARY
B-2/204, Sukh Sagar Co-op. Hsg. Soc. Ltd.
Opp. Lawkim Co., G.B. Road,
Thane-400 607.

NOTED & REGISTERED
Sr. No. 533/2020

14 JAN 2020

For the renewed period, the parties shall execute and register fresh license deed.

(20) The Licensor (Govt.) shall have to carry out inspection of the said premises, during reasonable working hours either by its self or through its agents, wherever possible.

(21) The licensee (Manager) shall be bound an liable to pay all amounts as required in terms of this license deed till it used and occupies the said premises in quiet vacant, peaceful and unencumbered condition.

(22) In case the Licensee (manager) carried out any illegal business at the said premises the license shall decided to be terminated and the licensee (manager) shall be liable and bound vacate the said premises forthwith apart from further action under the prevailing rules and regulation for the time being in force.

(23) Upon expiry termination or earlier determination of this license and in the event of the license (manager) failing to hand over quiet vacant and peaceful possession of the said premises to the licensor remove its articles and effects belonging to the licensee (manager) from the said premises the licensor (govt.) shall be and titled to remove the licensee's manager articles from the said premises at the cost of the licensor shall not render themselves liable for any civil or criminal action by doing so. This authority is irrevocable and constitutes the basis of these licenses and licensees shall not be entitled to dispute and any challenge call in question the validity or reasonable nests of this authority.

(13) The licensee (Manager) shall not allow to private person/ third person in the premises.

(14) The licensee (Manager) shall not be entitled to sub- rent the said premises the licensee (Manager) shall, however, be entitled to permit any of its subsidiaries or affiliates to use the premises.

(15) The licensee (manager) shall have a right to peacefully enjoy the said premises subject to compliance with rules and regulation applicable to the said premises.

(16) The licensee (manager) shall not bring and store any hazardous Or inflammable articles in the said premises.

(17) The licensee (Manager) shall not do anything in the said premises which is likely to be a nuisance or annoyance to the other occupants or which can cause any damage to the said premises or any part thereof.

(18) The license can be terminated by either party by giving three months notice of its intension to terminate the license without any reason the license shall be terminated at the expiry such notice period.

(19) The license a terms and conditions may be mutually agreed upon at expiry of the license period provided hereto.

Without prejudice to any other rights and remedies of the Government arrears of the said Licence fee shall be deemed to be arrears of land revenue and as such may be recovered by the government from the manager as arrears of and revenue under the provisions of the Maharashtra Land Revenue code, in 1966, and any amendments thereof.

(9) The Licensee (Manager) shall indemnify and keep the licensor indemnified against all cost, charge, losses and damages which the licensor may suffer or incur by virtue of any negligence on the part of licensee which shall effect the licensor (Govt.) and to reimburse the licensor (Govt.) all such costs, charges or expenses losses or damages as the case may be, immediately on demand by the licensor (Govt.). The decision of the licensor (Govt.) in this regard shall be final and binding on the licensee and the licensee shall not have any right to dispute the same.

(10) The licensee (Manager) shall not entitled to carry out any renovation and interior work in said premises, as per there requirement.

(11) The licensee (Manager) shall use the said premises only for its lawful object business purpose. The licensee (Manager) shall not carry out any business in contravention of any law or statute for the time being in force.

(12) The licensee (Manager) shall comply with all rules, regulation a bye laws applied the said premises.

(i) that government or any other person authorizes by Government from time to time shall have the right to inspect the said Hospital (including the said beds therein which the Manager are permitted to use) on behalf of the Government and the Manger, office bearers, staff And the students of the Institute shall render to such person full assistance enable: person inspect the said Hospital. If such person requires the Manager to comply with directions in this behalf, then the Manager shall without demur comply with them to comply with all the directions or instructions issued by the government from time to time.

[ii] to comply with all the directions or instructions issued by the government from time to time.

(6) The License hereby granted shall not confer on the manager, staff and students of the Institute any rights other then those hereby expressly granted.

(7) If the Manager fail to pay the License fee [illegible] fixed for payment under these presents or if and whenever there shall be a breach of any of the terms and conditions hereof by the Manager or if the Government is satisfied that the Manager have not achieved reasonable or significant progress towards construction and setting up of their own hospital, then the License hereby granted may be terminated by the Government by giving to the Manager three months prior notice in writing in that behalf and in the event of such termination or the expiration the Manager shall not be entitled to any damages caused to them or of the building/s or additional floors or improvements built or carried out on the premises of the said Hospital by the Manager.

(d) during the period of this agreement, the staff and the students of the Institute who will be in the premises of the said Hospital, shall always the subject to the disciplinary control of the Civil Surgeon/Medical Superintendent.

(e) that the government shall be entitled to periodically evaluate the recurring expenditure involved as a result of utilization of facilities of the said Hospital by the Institute and if upon evaluation, government is required to incur additional expenditure on that account, then the manager shall bear and pay to the government such a additional recurring expenditure.

(f) to pay for or make good at their expense any damage caused or done by any of the students and staff of the Institute to the inmates of the said Hospital and /or its property or any part of the said Hospital or any part appertaining thereto to which the staff and students of the Institute have access, except fair wear and tear related to the proper use of the said Hospital by the Institute.

NOTARY

g) to keep at all times the said Hospital premise and it precincts clean, neat and in good sanitary conditions.

not to do or permit to be done anything upon the premises of the said Hospital and its precincts which may be a nuisance, annoyance or disturbance to the patients and inmates of the said Hospital or to the owners, occupiers or residents of other premises in the vicinity.

(b) That the Medical Superintendent of the said Hospital shall be responsible for the care of the patients in the said hospital

Provided that the exact condition and responsibility of Administration, teaching and care of patients shall be worked out and fixed by mutual consultation between the Director of Health Services, Director, Medical Education & Research and the Institute.

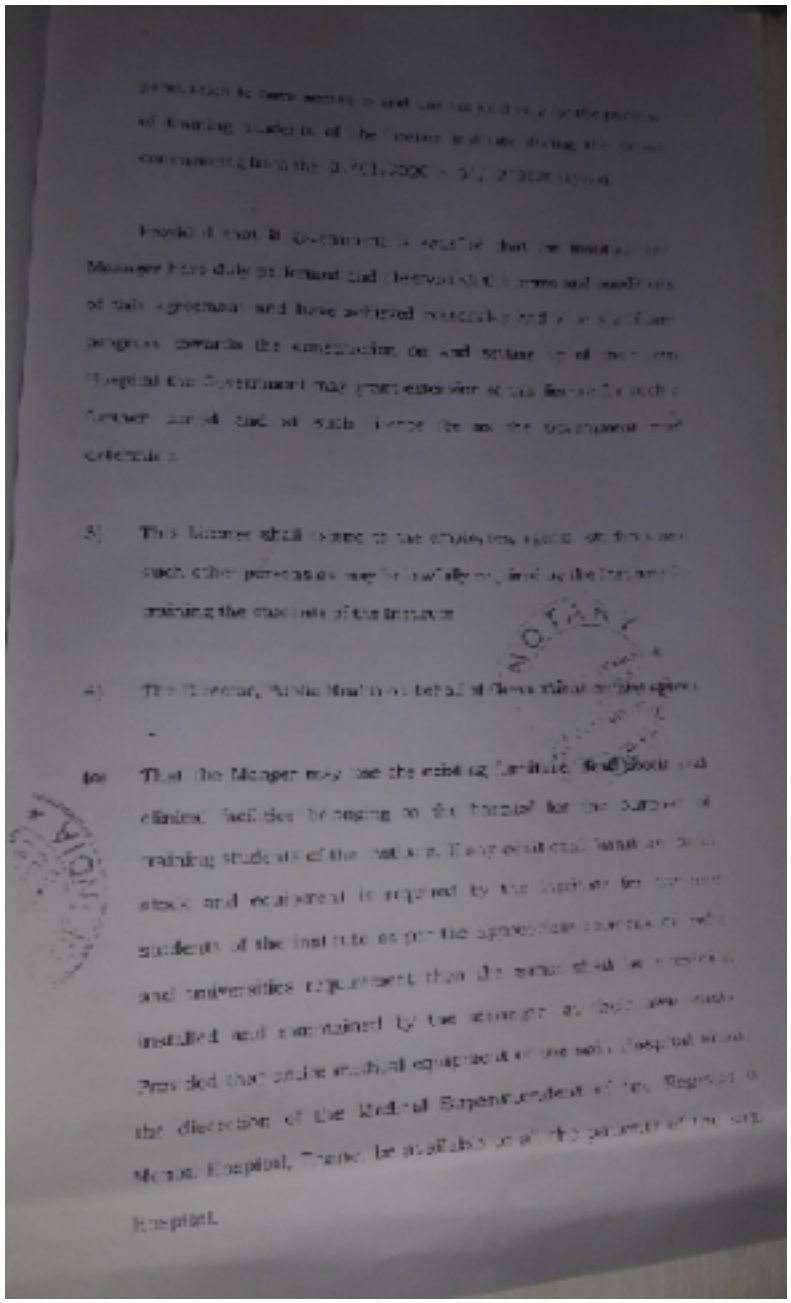
Provided also that the decision in this regard by the Director of Health /Services on the parties hereto.

(5) The Manager undertake and agree :-

(a) to use the said the beds in the said Hospital for the purpose of teaching its students only and for no other purpose whatsoever.

(b) at their own cost and risk to store items of furniture, equipment and property of Manager in the said Hospital after taking prior permission in writing of the Civil Surgeon / Medical Superintendent of the said Hospital.

(c) the Manager require any additional staff for purposes of the training programme of the Institute, the same shall be appointed and maintained by the Manger at their own cost, Provided further the provision for residential quarters of such additional staff shall be made by the Institute and Manager at their own costs.



(1) DR. D.S. RAO – Vice Chancellor,

(2) DR. RAVI MANUJA – Registrar,

(3) DR. GAUTAM GAWALI – Professor & Director

4) MR. JACOB K. JOHN – Assistant Professor & Coordinator,

the present members of the Managing Committee (hereinafter referred to as "Department of Clinical Psychology, Amity Institute of Behavioural and Allied Science (AIBAS)" established under RCI (17-1101/M.Phil (Cl.Psy.)/RCI/16, and having its registered office at Amity University Mumbai, established vide Maharashtra Act No. 13 of 2014 of Government of Maharashtra and recognized under Section 2(f) of UGC* Act 1956, hereinafter referred to as the "Manager" (Which expression shall unless the contest does not so admit, include then the survivors or survivor of them the heirs, executors and administrators of the last survivor members or member of the time being of the Managing Committee of the said institute) of the other part.

WHEREAS the AIBAS has established a M. Phil Clinical Psychology in 2017 and situated at Amity University, Mumbai, (hereinafter referred to as "the said institute") which has no Hospital facilities for training students belonging to the said institute.

AND WHEREAS the Institute and Manager have requested the Government to permit them to use the beds in Regional Mental Hospital, Thane, more particularly described in the first schedule hereunder Written (hereinafter referred to as the said Hospital" as well as other facilities available in the said Hospital for being utilized by the Students of the said institute for training.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

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JDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2019 ◐

GOVT. OF INDIA NOTARY

ANNEXURE — A

AGREEMENT

Govt. Resolution No.PRAS-2012/C.R.-117/Health-4 dated 18.9.2012

appendix

This agreement made at Mumbai two Thousand Twenty between the Director, Public Health Department Maharashtra, exercising executive power of the Govt. of state of Maharashtra, hereinafter referred to as 'the Director' (Which expression shall unless context does not admit include his successors of the One Part

THE SOCIETY FOR THE REHABILITATION OF CRIPPLED CHILDREN

1-A, Haji Ali Park, K. Khadye Marg, Mumbai - 400 034. Tel. 2354 0030, 2354 4226, 2354 1940 Email. info@srcc.org.in

Website : www.srcc.org.in

23rd September, 2019

To,
The Director
Amity Institute of Behavioral and Allied Sciences (AIBAS)
Amity University, Mumbai

Subject: **Letter of Approval for placing M.Phil. Clinical Psychology students for Clinical Exposure at SRCC**
Ref: **Letter from the Director (AIBAS) dated 13th August, 2019**

SRCC Centre for Child Development (CCD) agrees to work in collaboration with the *Department of Clinical Psychology, AIBAS* in order to provide Clinical Posting requirements for theirM. Phil Clinical Psychology students from 1st October, 2019.

The students of Amity University will follow the SRCC guidelines. (A copy of the guidelines is attached).

Amity University will send 2 students for a period of 1 to 2 months from 9 am to 5 pm starting 1st October 2019. They will be attending the Centre from Wednesday to Saturday of each week.

If necessary, faculty from *Amity University* will accompany students to the SRCC CCD in order to further their understanding of clinical work. As and when agreed with SRCC CCD, student trainees may help the Centre with testing, analysis and the implementation of therapy.

Any additional arrangements will be made directly with the Director of Rehabilitation, at SRCC CCDwith the approval of management.

At the end of clinical training, SRCC CCD will provide a Certificate of Experience to each intern upon dutiful completion of his/her training and fieldwork *provided that the intern has maintained at least 80%of attendance at SRCC.*

Yours sincerely,

For & on behalf of
The Society for the Rehabilitation of Crippled Children,

Mrs. Jyoti Doshi
Hon. Gen. Secretary

Received 30/9/19

SRCC CENTRE FOR CHILD DEVELOPMENT

Clinical Posting at SRCC Centre for Child Development
GUIDELINES

The Center welcomes students of all disciplines relevant to the Centre.
Required Qualifications:

- M. PHIL in Clinical Psychology. Recognized by the Rehabilitation Council of India (RCI)
- Has necessary academic certification to work under a practicing clinician
- Has exposure to medical terminology/developmental theory.
- Can communicate effectively and works well under supervision.

The Centre:

- Will provide Clinical Exposure in his/her desired fields.
- Will give the student exposure to a healthcare setting under the guidance of a highly trained supervisor or practicing clinician.
- Will provide a letter of experience for the period pending 80% attendance.

Essential Job Duties and Responsibilities:

- Works under a practicing clinician in order to develop the necessary skills to practice in the future including patient assessments, sessions and evaluations.
- Understands the principles of integrative healthcare and has read reports on familial backgrounds before working within a specific, assigned department.
- Documents patient data and information discretely under the supervisor.
- Develops skills to assess, evaluate and implement the preparatory and educational needs of patients and their families.
- Can assess and implement therapeutic practices under guidance of a supervisor.
- Helps in content development for the home programs.
- Assists the practicing clinician with childcare during sessions with parents/family.
- Carries out all tasks/responsibilities as assigned within the necessary time frame.

Terms of Conduct& Termination:

- Maintains basic hygiene requirements (e.g. clean shaven, neat appearance)
- Dresses appropriately for work (e.g. in a manner that is not revealing and maintains a certain professional standard)
- Understands and upholds the code of ethics within healthcare (e.g. confidentiality agreement, no photography rule, no use of cell phones etc.)
- Is extremely punctual and works in a timely fashion, respecting deadlines and rules as assigned by the supervisor (e.g. no interrupting during sessions)
- Engages in proper and professional conduct in order to ensure the safety and well-being of staff, patients and their families (e.g. no sharing of personal contact details such as a mobile number or home address)
- Is respectful towards both supervisors and support staff.
- Completion of the intern/volunteer positionrequirements, including time commitment in order to earn a certificate/letter of completion.
- Punctuality and consistency are essential as is flexibility within the workforce.
- Students will notify the concerned staff in the event of absenteeism and lateness.
- Students will follow the SRCC Calendar for holidays and leave.

*A termination can occur at any point at the discretion of the organization if the candidate is deemed unsuitable for the

THIS MEMORANDUM OF UNDERSTANDING

is made on this **09 day of December, 2020**

Between

Amity Universities and Institutions

And

Institute of Acupuncture and Natural Medicine, New Delhi

Background

i. **Amity University & Institutions (AU)** having Headquarters at **Sector - 125, Noida, Uttar Pradesh (Pin: 201313)** and **Institute of Acupuncture and Natural Medicine (IANM)** situated at **E-78, Ground Floor, Greater Kailash, part- I, New Delhi-110048** share interests in joint research in the areas of **Acupuncture and Natural Medicine.**

ii. The two Parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

1. Commencement and Duration

1.1. This Memorandum of Understanding ("MOU") shall take effect on the date of signing and shall continue for a period of 5 years unless terminated earlier in accordance with the provisions of Clause 7.

2. Force of this MOU

2.1. The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between AU and Institute of Acupuncture and Natural Medicine Unless specifically noted herein, this MOU is not intended to be of legal force and effect in any manner whatsoever. This MOU shall not create a legal relationship between the parties.

3. Broad Areas for Cooperation

3.1. AU and IANM will discuss the possibility of cooperation in the following areas:

(a) Joint research

(b) Joint projects

(c) Dissertation projects for AU students at Institute of Acupuncture and Natural Medicine
(d) Organising of joint seminars and conferences
(e) Joint publications
(f) Internship for students
(g) Any collaborative efforts that both may deem fit from time to time.

3.2 Representatives of the Parties may agree to review the operation of this MoU from time to time.

4. Joint Contributions

4.1. Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(s) that set out appropriate and relevant contributions by the Parties. This may include:

(a) Access to research laboratories and assisting in development of projects involving the parties.
(b) Joint submission of research proposals to national and international organisations to obtain support for their common research objectives.
(c) AU and Institute of Acupuncture and Natural Medicine shall work specifically in the areas defined in Para (i) and para 3.1.

4.2. The parties acknowledge that all specific financial arrangements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.

5. Confidentiality and Privacy

5.1. AU and IANM recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is real or apparent, or can reasonably be ascertained from the information or opinion). Each of Institute of Acupuncture and Natural Medicine and AU covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of another party without first having obtained the prior written consent of the other party.

5.2. The provisions of this Clause 5 are intended to and shall be binding upon the parties upon the signing of this MOU, and shall survive the termination or expiry of this MOU.

6. Intellectual Property

6.1. "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), plant varieties, register and unregistered trade marks, registered and unregistered designs and all other rights resulting form intellectual activity in the scientific, industrial, literary or artistic fields.

6.2. Each party shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at the commencement of each Research Project arising under this Agreement.

6.3. If any IPR issue emerges as a result of joint research, then a specific IPR addendum will be jointly agreed upon in writing.

7. Termination

7.1. Either of AU or Institute of Acupuncture and Natural Medicine may terminate this MOU by written notice to the other party. A minimum period of six months notice will be required from a party wishing to terminate the MOU, or such shorter period as the parties may agree upon in writing.

7.2. The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

8. Amendments and Supplementary Agreements

8.1. The parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.

8.2. The Parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each party.

9. Use of Name and Logo

9.1. No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party. The Parties intend that this provision shall be binding upon them and shall survive the termination or expiry of this MOU.

10. Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India.

Venue of settlement for any disputes which may arise under this MOU shall be at Noida.

Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Noida. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

Amity Universities and Institutions

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Designation:
President,
Amity Science, Technology and
Innovation Foundation (ASTIF)

Date: 09 Dec 2020

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