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AGREEMENT FOR COLLABORATIVE RESEARCH BETWEEN CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY, NEW DELHI

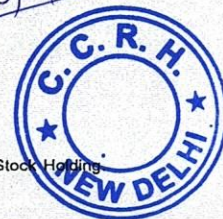
And

MIDNAPORE CITY COLLEGE, MIDNAPORE, WEST BENGAL

For Lp Choudhary



For Lp Choudhary



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CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY, NEW DELHI
Memorandum of Understanding

AGREEMENT FOR COLLABORATIVE RESEARCH

Title of the study: "Validation of Gastro-protective Effect of Selected Homeopathic Medicines: An in-vivo Mechanistic Study"

1.0 THE AGREEMENT

1.1 THIS AGREEMENT made and entered into on 13 day of October, 2022, between Central Council for Research in Homoeopathy, a Society registered under the Societies Registration Act (XXI of 1860), through its Director General having its registered office at Jawahar Lal Nehru Bhartiya Chikitsa Avum Homoeopathic Anusandhan Bhawan, 61-65 Institutional area opposite D-block, Janakpuri, New Delhi -110058 (herein after called CCRH which expression shall where the context so admits include its successors and permitted assigns) of the one part.

and

1.2 Midnapore City College, Midnapore, West Bengal – 721129, through its Director (herein after called the MCC, West Bengal which expression shall where the context so admits include its successors and permitted assigns) as of the other part.

2.0 PREAMBLE

2.1 WHEREAS CCRH is an autonomous Research Organization of Homoeopathy under the Ministry of Ayush, Govt. of India, which conducts research activities, collaborates various research schemes that include Clinical Verification research, Clinical research, Drug Proving, etc.

2.2. WHEREAS the CCRH is desirous of collaborating with the MCC, West Bengal on the project entitled "Validation of Gastro-protective Effect of Selected Homeopathic Medicines: An in-vivo Mechanistic Study" (herein after called the PROJECT) to be carried out at MCC, West Bengal.

The period of project shall be for three years w. e. f.

It will be a collaborative study between the CCRH and the MCC, West Bengal. The Co-ordination team and the Investigators in the PROJECT shall be as given below:

Pradyumn Chandra



[Signature]



STUDY TEAM

FROM MCC, West Bengal

A. Principal Investigator

- i. Dr. Kuntal Ghosh, Assistant Professor, Department of Biological Sciences, Midnapore City College, West Bengal.

B. Co-Investigators

- i. Dr. Kalyanbrata Pal, Assistant Professor, Department of Paramedical and Allied Health Sciences, Midnapore City College, West Bengal.
- ii. Dr. Krishnendu Sen, Assistant Professor, Department of Paramedical and Allied Health Sciences, Midnapore City College, West Bengal.

FROM CCRH

A. Co-Principal Investigator

- i. Dr. Debadatta Nayak, Assistant Director (H)/ S-IV, National Homoeopathy Research Institute in Mental Health (NHRIMH), Kottayam.

B. Co-Investigators

- i. Dr. Varanasi Roja, Research Officer(H)/S-IV, Central Council for Research in Homoeopathy, New Delhi.
- ii. Dr. Shweta Gautam, Research Officer(H)/S-I, Central Council for Research in Homoeopathy, New Delhi.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

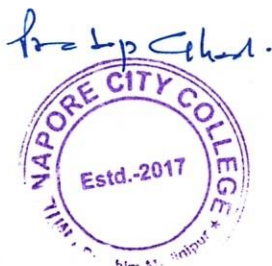
3.0 SCOPE OF THE AGREEMENT

To carry out PROJECT titled "*Validation of Gastro-protective Effect of Selected Homeopathic Medicines: An in-vivo Mechanistic Study*"

The agreement details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property right, responsibilities and obligations of the MCC, West Bengal and CCRH pertaining to the PROJECT.

4.0 FINANCIAL ARRANGEMENTS

4.1 CCRH and collaborating Institution shall bear the financial inputs under its Collaborative Research Study for the Study entitled "*Validation of Gastro-protective Effect of Selected Homeopathic Medicines: An in-vivo Mechanistic Study*" as agreed herein on the basis of project approved by the Special Committee on Fundamental Research (SCFR), CCRH.



4.2 Financial support: CCRH will provide financial support for staff and contingencies-recurring and non-recurring for the project over a period of 03 years as per the sanction order according to terms of release (4.7).

4.3 Expenditure for monitoring of the project to be carried out by independent experts / institutions selected by the CCRH would be met by the CCRH.

4.4 Contingencies:

4.4.1 Non-Recurring: Essential scientific equipment may be permitted as non-recurring expenditure. However, the quantum of such expenditure will not be more than 25% of the total project cost. Though the scientific equipment is a property of CCRH, it will be used for future research studies in MCC, West Bengal and shall be accessible to CCRH whenever required.

4.4.2. Recurring: The expenditure of recurring nature such as financial support for staff's salary, medicine, investigations, animals, stationary, postage, printing, photo copying, chemicals and glassware's may be allowed to be purchased as a part of the recurring contingencies.

4.5 Traveling Allowance: Traveling Allowance (TA) of the Investigators will be permitted for attending the meetings for monitoring and field-work within the sanctioned fund. Foreign tour will not be allowed. TA will be allowed only as per the TA rules of Govt. of India.

4.6 Certificate of Non receipt of parallel grants:

The grantee Institution/individual shall furnish the certificate to the effect that the said Institution/individual has not been sanctioned grant for the same purpose from any other Dept. of Central/State Govt. or agency during the period for which the grant has been sanctioned by CCRH.

4.7 Release of Funds:

The head-wise grant-in-aid will be released to the Head of the Institution in instalments. The next instalment would be released after receiving the following documents for the previous year releases in the prescribed proforma.

- Technical Progress Report.
- Utilization Certificate & Expenditure Statement.
- Mid-term appraisal by monitoring committee or expert(s) after presentation by the Principal Investigator/site visit report.

4.8 Maintenance of Accounts:

The Institution shall open new A/c and maintain separate account exclusively with the bank in the name of the Institution and the same should be operated jointly at least by two Office bearers. The accounts of the grant shall be maintained properly and separately from the normal activities of the institution.



The project becomes operative with effect from the date on which the Draft/Cheque is received by the implementing institution. This date should be intimated by the institution authorities/Principal Investigator to the CCRH within one month.

A set of audited statement of these accounts duly signed by responsible officers as mentioned in para 4.10 shall be furnished to CCRH after utilization of the financial support from CCRH. Further, these accounts shall be open to inspection by the sanctioning authority and internal audit by the Accounts Officer of the CCRH, whenever the grantee Institution is called upon to do so.

4.9 Re-appropriation

Expenditure incurred should not exceed the sanctioned budget against one or more sub-heads of expenditure such as staff salary, TA, contingency etc. within the overall sanctioned ceiling of that study.

Re-appropriation of fund from one primary head to another primary head is permissible up to 15% to cover excess of expenditure over authorized limits provided total expenditure does not exceed the total sanctioned budget.

No expenditure shall, however, be incurred by re-appropriation of savings on items not sanctioned by the CCRH, i.e. non-consumable equipment, store etc. Savings shall also not be re-appropriated for meeting or incurring expenditure on staff that has not been sanctioned by the CCRH.

The institute should ensure that while submitting the final UC & expenditure statement, the above norms shall be strictly followed. Excess expenditure, if any, may be borne by Institute.

4.10 Utilization Certificate & Expenditure Statement

Utilization Certificate in Form GFR 19A & Head-wise Expenditure Statement is required to be submitted to the CCRH immediately after utilization of amount released with certified and signed by the following responsible officers:

- i) UC & ES should be duly **certified** by the Head of the Finance/Accounts Dept. i.e. Finance Officer/Account Officer, if it is a Govt. Organization/Institution whose Accounts are being audited by Comptroller & Auditor General of India (CAG) as per rule 211 (1) (2) of GFR and duly **signed** by the Principal Investigator & Head of the Institution; followed by an audit of the accounts by the Accounts Officer, CCRH, New Delhi.
- ii) UC & ES should be duly **certified** by Chartered Accountants (CA) for all others organization/institution as per rule 211 (3) of GFR and duly **signed** by the Principal Investigator & Head of the Institution; followed by an audit of the accounts by the Accounts Officer, CCRH, New Delhi.

4.11 Refund of fund

Unspent Balance, if any, must be refunded to the CCRH through Demand Draft in favor of Director General, CCRH, New Delhi on completion/termination of the Study. The grant released by the CCRH shall be refunded in full by the institution along with 18% interest per annum when the Investigator discontinues the Study midway or does not follow the detailed technical programs laid down as approved.

The interest earned on financial support from CCRH in Bank A/c should be reported to the CCRH and reflected in the Expenditure Statement. The interest earned shall be refunded to



CCRH, New Delhi or will be adjusted towards further installment of grant.

4.12 General Financial Conditions

The entire grant should be exclusively utilized only for the research activities for which it has been sanctioned within the specified period. The grant will not be regarded as a subvention towards the normal work of the Institution.

Expenditure should not exceed the sanctioned financial support for the study.

All items (other than sanctioned by CCRH for the study) i.e. basic equipment and ordinary laboratory chemicals, glassware, furniture and other assistance, shall be provided by the institute for the smooth working of the research study.

Ten percent (10%) of total sanctioned budget of the study will be retained by CCRH, New Delhi till satisfactory conclusion of the study and submission of the peer- reviewed report of study for publication in the journal(s).

4.13 The CCRH, New Delhi reserves the right to terminate the project at any stage, if it is convinced that the grant has not been properly utilized or appropriate progress is not being made.

5.0 MODALITIES OF COLLABORATION:

5.1 The responsibilities of the MCC, West Bengal and schedule of fulfillment thereof shall be as per the guidelines of CCRH. CCRH will provide the financial assistance based on the project proposal submitted by MCC, West Bengal.

5.2 The execution of the project will be monitored by a committee chaired by the Director General, CCRH or his nominee every six months. The Investigator(s) will make a presentation before the experts or a site visit may be arranged. The final outcome of the Project will be evaluated by the expert group who will give their recommendation to the CCRH.

5.3 There will be a Data Monitoring Committee (DMC) for the PROJECT. The DMC shall consist of Scientists nominated by CCRH. The DMC shall review (every six months) the progress of the PROJECT.

6.0 RESPONSIBILITIES OF THE MCC, West Bengal

6.1 Necessary Institutional facilities will be provided if the research project is approved for financial assistance

6.2 All records and reports related to the project shall be shown and furnished to the authorized representatives of the CCRH or Ministry of AYUSH.

6.3 Project shall be open for evaluation of the physical progress and utilization of funds to the discretion of the competent authority. A periodical report of the progress of the project shall be given by the Investigator every month.

6.4 The grantee organization agrees to submit within one month from the date of



termination of the project, final report and a list of articles, both expendable and non-expendable left on the closure of the project.

6.5 No portion of the grant will be utilized for furtherance of a political movement, prejudicial to the security of the Nation.

6.6 The grantee will not indulge in corrupt practices.

6.7 Maintenance of Stores

6.7.1 The items purchased out of the grant of the CCRH shall be entered in the separate stock register maintained for the purpose and the same shall be properly kept in the store and presented to auditors for check and endorsement, as and when desired. The usual forms prescribed for this purpose by the grantee institution should be used for these registers and all purchases made in accordance with the procedure in vogue in the institution.

Only such equipment for which provision has been made in the budget shall be purchased. All the non-expendable articles purchased out of the funds of the CCRH will be the property of the CCRH. However, the equipment/instruments/machines, etc. purchased out of the grant can be retained, on submission on a term and condition laid down under 4.4.1 of this MoU.

General terms and conditions of appointment:

Appointment of the staff employed under PROJECT will be of temporary and contractual nature for the duration of PROJECT.

The staff employed for the term of the study will be subject to the rules and administrative control of the Institute and will be appointed in accordance with the normal recruitment rules and procedures of the concerned institute.

The scales of pay allowances etc. applicable to the staff of the scheme shall not in any circumstance exceed the limit as mentioned in the proposal of the study.

The CCRH will not be liable to bear any expenditure on pension/ provident fund contribution and leave salary contribution incurred or committed by the grantee for persons appointed on deputation from any other organization.

Allowance (CCA), Bonus, Leave Travel Concession (LTC) and medical benefits are not admissible to any category of project staff.

If the PI to whom a grant for a project has been sanctioned wishes to leave the Institution where PROJECT is based, the Institute/ PI will inform the same to the CCRH and in consultation with CCRH, evolve steps to ensure successful completion of the project, before relieving the PI.

Pradeep Chandra



[Signature]



7.0 COMPLETION

7.1 The work envisaged to be done by the MCC, West Bengal shall be deemed to have been successfully completed by the MCC, West Bengal (on submission of the Final Report/fulfillment of its/their responsibilities as detailed in their project proposal)

7.2 The PROJECT shall be deemed to have been successfully completed on satisfaction of criteria fixed by the DMC or any other criteria mutually agreed by the parties hereto.

8.0 RESULTS OF PROJECT

8.1 The intellectual property that is copyrights arising out of PROJECT, including but not limited to research papers, reports, manuals, software, and data compilations, shall be jointly owned by the CCRH and the MCC, West Bengal, subject to the bye-laws of CCRH permitting such sharing. The CCRH will bear all the expenditure involved in patent procedure. However, the technology developed out of the PROJECT is the sole property of CCRH and it has full rights to transfer the technology to any industry of its choice. If the results of research are to be legally protected, the results should not be published without action being taken to secure legal protection for the research results.

8.2 The procedural formalities for securing and maintaining the intellectual property rights (copyright) if any shall be the joint responsibility of the CCRH and the MCC, West Bengal. It shall be deemed to have been successfully completed by the MCC, West Bengal.

8.3 Publication: The parties shall consult each other for any publication in respect of the PROJECT and it will be joint publication. These publications (papers, reports etc.) shall be in the names of Principal Investigator and research workers of both CCRH and MCC, West Bengal, wherein it will be duly acknowledged that the work has been carried out under the collaborative program between the parties.

8.4 Patents

The CCRH shall have the right to file patents in respect of inventions/discoveries made under a scheme/project financed by the CCRH. Any patentable inventions, processes or technology developed under the PROJECT shall be the exclusive property of CCRH, which shall bear all expenses relating to patenting and protection of such technology. CCRH shall have full rights to transfer or license such technology to any industry or third party of its choice without the need for prior consent from MCC, West Bengal. The Officers or the staff employed in this project shall not apply or obtain patents for any invention/discovery made by them without prior approval of the CCRH.

All patents will be registered with **NRDC** in the name of the Central Council for Research in Homoeopathy, New Delhi, India.

8.5 Source Documents

8.5.1: Photocopy of source document should be sent to CCRH Headquarters as and when required.



8.5.2: At the end of the study, the original or photocopy of source documents should be submitted to the CCRH.

8.6 Workshop

PI has to conduct workshops to train Junior Scientists/SRFs on procedural/research model aspects of the study.

9.0 CONFIDENTIALITY

9.1 During the tenure of the agreement

Thereafter both the CCRH and the MCC, West Bengal undertake on their behalf and on behalf of their sub-contractors / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/ generated pertaining to work under this agreement for purposes other than in accordance with this agreement. Both parties, however, retain the rights to use the R & D results generated during the PROJECT for its own R & D programs without any obligation to the other.

10.0 UTILIZATION OF INTELLECTUAL PROPERTY DEVELOPED

10.1 The CCRH shall have the full rights for commercially exploiting the intellectual property generated in the allotted PROJECT.

11.0 FORCE MAJEURE

11.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

12.0 EFFECTIVE DATE, DURATION & TERMINATION OF THE AGREEMENT

12.1 These terms and conditions will be valid for a period of three years and its extension/continuation or otherwise shall be jointly decided by CCRH and MCC, West Bengal three months prior to the end of above period. However, the rights/obligations arising from the implementation of this agreement shall survive the termination of the agreement.

12.2 The agreement shall be effective from 13/10/20 and shall remain in force for a period of three years from the said date. The agreement shall terminate on the expiry of the period, unless extended by both the parties.

12.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving three months' notice in writing to the defaulting party. Failure of either party to terminate the agreement on



account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

12.4 4 In the event of termination on the agreement vide Clause 12.3, the right and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

12.5 The agreement arrived at between the parties for the utilization of the intellectual property shall survive the termination of the agreement.

13 NOTICES

13.1 All notices and other communications required to be served on the MCC, West Bengal under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the MCC, West Bengal at its registered office at New Delhi. Similarly, any notice to be given to the CCRH shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the CCRH at its registered address in New Delhi.

14 AMENDMENTS TO THE AGREEMENT

14.1 No amendment or modification of this agreement shall be valid unless the same is made in writing by either the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

15 ASSIGNMENT OF THE AGREEMENT

15.1 The rights or/and liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

16 ARBITRATION

In the event of any dispute or differences between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultations.

16.1 If such a resolution is not possible, then the unresolved disputes or differences shall be referred for adjudication, as per the Indian Arbitration and Conciliation Act, 1996.

17. Jurisdiction

The courts at New Delhi shall have the exclusive jurisdiction in case of any dispute between the parties.

Prashant Chandra



[Signature]



SEAL OF PARTIES

In the witness whereof parties hereto have signed this agreement on the day, month and year, mentioned herein before.

For and on behalf of MCC, West Bengal

For and on behalf of CCRH

Dr. Pradip Ghosh

[Signature]
13.10.2026

Signature with Seal

Dr. Pradip Ghosh
Director

MIDNAPORE CITY COLLEGE

Kuturiya, Bhadutala, Paschim Medinipur

Name: Dr. Pradip Ghosh

www.mcconline.org.in

Designation: Director

Signature with Seal

डॉ. सुभाष कांशिक / Dr. Suhhash Kaushik
महानिदेशक / Director General
केन्द्रीय होम्योपैथी अनुसंधान परिषद्
Central Council for Research in Homeopathy
(आयुष मंत्रालय, भारत सरकार)
(Ministry of AYUSH, Govt. of India)
61-65, Institutional Area, Block, Janakpuri, New Delhi-110058

Name: Dr. Suhhash Kaushik

Designation: Director General

Signature Witness

(Name & address)

1. *[Signature]*
13/10/2026

Signature Witness

(Name & address)

1. *[Signature]*
13/10/2026
Dr. Debadatta Nayak

2. *[Signature]*
Kuntal Ghosh

2.

[Signature]
(Dr. Shweta Gautam)