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BIPARTITE MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Central Council for Research in Ayurvedic Sciences - Regional Ayurveda Research
Institute (CCRAS-RARI), Itanagar**

AND

**Directorate of Health Services (DHS),
Government of Arunachal Pradesh**



**For Setting up of Panchakarma Unit at RARI, Itanagar in collaboration with
Department of Health and Family Welfare, Government of Arunachal Pradesh**

MEMORANDUM OF UNDERSTANDING (MoU)**BETWEEN**

**Central Council for Research in Ayurvedic Sciences - Regional Ayurveda Research
Institute (CCRAS-RARI), Itanagar AND
Directorate of Health Services (DHS), Government of Arunachal Pradesh**

This memorandum of understanding (MoU) entered into and executed on 29.12.2023 between **Central Council for Research in Ayurvedic Sciences - Regional Ayurveda Research Institute (CCRAS-RARI), Itanagar** (hereinafter referred to as "CCRAS-RARI"), a society registered under the Societies Registration Act 1860, having its office at 61- 65, Opp.'D' Block, Institutional Area, Janakpuri, New Delhi of the First part.

AND

Directorate of Health Services (DHS), Government of Arunachal Pradesh, (hereinafter referred to as "DHS" represented by the Director of Health Services, Government of Arunachal Pradesh, Naharlagun, Arunachal Pradesh) of the Second part.

1. PREAMBLE:

Whereas CCRAS-RARI, an autonomous organization under Ministry of AYUSH, Government of India, is a nodal apex body in the country for the formulation and coordination of research in Ayurvedic Sciences in scientific lines. The research area comprises of literary research including digitalization of medical manuscripts and publication of important Ayurvedic texts, basic and fundamental research in Ayurveda, Drug Research and drug development (comprising of survey, cultivation of medicinal plants and Ethno-botanical research, drug standardization, pharmacology, toxicology etc), clinical research including development of nutraceuticals, cosmetics and reproductive health care research and development of biomedical instrumentation. The research is being executed through 30 peripheral institutes, besides collaborative research with reputed national and international research and academic institutions. Regional Ayurveda Research Institute (herein after referred to as RARI), located near Mithun Gate, Itanagar is one among the institutes under CCRAS, focusing on Clinical research and Survey of Medicinal Plant Unit (SMPU).



The DHS is working towards the protection & improvement of health for the people of Arunachal Pradesh through Indian System of Medicine. This also provides better treatment modalities towards the chronic diseases like arthritis, neural disorders, mental diseases etc for the people of entire state.

2. OBJECTIVE OF THE MOU:

In order to further improve of health services in the State of Arunachal Pradesh, it has been decided to operate the Panchakarma unit at Regional Ayurveda Research Institute (CCRAS-RARI), Itanagar in the joint venture with the DHS (Directorate of Health Services, Govt. of Arunachal Pradesh).

3. PROPOSED MODES OF COLLABORATION (Modalities of Implementation):

NOW, THEREFORE, in recognition of their common interests and objectives; CCRAS-RARI, and the DHS confirms their mutual understanding and proposes to collaborate through:

3.1 Responsibilities of CCRAS-RARI:

- 3.1.1. All the patients visiting the CCRAS-RARI would be registered through A-HMIS and will visit the OPD of RARI. The physician at OPD may refer any patient as per the requirement for Panchakarma therapy to the Ayurveda Medical Officer of DHS for the therapy to be provided in the Panchakarma unit.
- 3.1.2 The Panchakarma Facility / Rooms along with the existing equipments, furnitures, etc. at RARI will be handed over to the DHS. The condition of the Rooms, equipments etc. handed over will be duly recorded by both the parties.
- 3.1.3. RARI will provide whichever laboratory test facilities available at the Institute as per the charges decided/fixed by CCRAS and the user charges will be collected by RARI.
- 3.1.4. A waiting area for patients and their relatives, drinking water, toilet facilities etc., as normally expected would be made available by CCRAS-RARI.

3.2 Responsibilities of the DHS:



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- 3.2.1 The DHS will engage its own Medical/Paramedical/other staff for providing the Panchakarma services and will ensure that these personnel are always available at the pre-decided timings. The Medical Officer should initially be available for two days in a week which will be informed to CCRAS-RARI for further informing the patients to avail the services on those days. Based on the requirement of services, the visit days of Medical Officer may be increased in future. In case of leave or absence of any personnel, the DHS would be duty bound to provide an alternative so that the facility mentioned above does not, at any point in time, become non functional due to the lack of the required personnel.
- 3.2.2. The DHS will provide all Panchakarma services recommended / approved by the Government and the user charges could be considered as per the CCRAS guidelines. Any such charges collected would be used only for the improvement of the Panchakarma facility. The collection of user charges would be maintained by the DHS.
- 3.2.3. The DHS will strive to provide quality services and would keep the Panchakarma facility and its immediate environment clean. DHS will also display a sign board at a prominent place informing about services provided.
- 3.2.4. The expenditure towards the consumption of electricity will be borne by the DHS and will be paid to RARI on monthly basis by using a sub meter arranged by RARI.
- 3.2.5. The DHS will maintain the Panchakarma unit (Rooms/equipment) with due care as would be reasonably expected.
- 3.2.6. The medicines like oils for massage/sirodhara etc, crude & fresh drugs and other materials required for various therapies will be provided by the DHS.

4. Period of MoU and termination clause:

- 4.1. This MoU shall be valid for a period of two years from the date of signing the agreement and its extension, continuation or otherwise shall be jointly decided by CCRAS-RARI and the DHS two months prior to end of the above period.
- 4.2 CCRAS-RARI reserves the right to terminate MoU at any stage after giving written notice of 30 days, if desired co-operation will not be provided by second party and on any other valid cause.

- 4.3 Should the MoU be terminated, steps shall be taken to ensure that the termination is not prejudicial to any activity undertaken within the framework of the MoU.
- 4.4 This MoU may be amended, if needed, by mutual agreement of both the Parties and the intention to amend any terms and/or conditions shall be communicated to the Parties in writing.
- 4.5 The facilities, equipments etc. handed over by CCRAS-RARI to the DHS as per clause 3.1.2 will be returned back in the same condition by the DHS at the time of termination of the MoU and in the event of damage or destruction to the facilities, equipments, etc., DHS shall proceed with reasonable diligence to restore them substantially to the condition they were in immediately before the damage or destruction or compensation will be given by the DHS to CCRAS-RARI as mutually decided.

5. Records & Reporting:

- 5.1 The DHS would be expected to maintain records and to furnish reports, in time, as normally expected from Panchakarma unit. The reports will be furnished on monthly basis to the Assistant Director (Ay), RARI with a copy to Director of Health Services in the format at Schedule A. Any other reports required from time to time, will be intimated to the DHS in writing only.
- 5.2 The DHS will maintain register for all activities pertaining to Panchakarma treatment at OPD, Stock Register and other registers as specified by the Government from time to time. The DHS should also maintain a Visitor Book where authorized Government functionaries and other dignitaries can record their views/suggestions after conducting an inspection/availing of service.

6. Standards of hygiene and health safety:

The DHS will maintain and run the Panchakarma unit in a hygienic manner conforming to the standard norms of health safety. The hospital waste will be disposed of in conformity with the recognized and acceptable norms as specified by the State Pollution Control Board from time to time.

7. Supply of drugs and consumables:

It will be the responsibility of the DHS to provide drugs/consumables required for Panchakarma unit. Only Government approved quality drugs of classical nature will be supplied. Proprietary/branded drugs may be procured, only in exceptional cases, and with

the prior consent of the State Government. Care should be taken by the DHS to use the drugs/consumables within the relevant expiry dates.

It will be the responsibility of RARI to provide medicine in the OPD Level only to the patients who have registered their name in A-HMIS of the institute.

8. Asset Creation:

Any assets created at the Panchakarma unit from the funds of this project or from funds collected from the community will be the property of the State Government & CCRAS-RARI. Moveable assets provided / created by the DHS from its own funds will remain the property of the DHS and can be disposed of by the DHS after the expiry of the Project, as per its own policy.

9. Evaluation:

Both the Govt. of A.P & CCRAS-RARI will evaluate the success of the project in providing improved health services to the people. Evaluation will also facilitate identification of intervention areas for removal of difficulties. For this purpose, external evaluation can be done after a period of 6 months of the commencement of the project. The DHS will also be encouraged to undertake internal evaluation.

10. Arbitration:

In the event of any dispute or differences between the parties hitherto, such differences shall be resolved amicably by mutual consultation. If such a resolution is not possible, then only the unresolved portion of the dispute or differences shall be referred for arbitration of three arbitrators, one to be appointed by each of the parties and these two arbitrators shall further appoint a third arbitrator with mutual consensus, who shall preside over the proceedings. The word of the said arbitrator shall be final and binding on both the parties. The place for jurisdiction for any dispute or claim before a court shall be Itanagar.

11. Confidentiality:

11.1 During the tenure of the agreement i.e. 2 years and thereafter, CCRAS, New Delhi and Director of Health Services, Naharlagun undertake on their behalf and on behalf of their subcontractors/employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof.

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11.2 The parties shall keep confidential any information that it receives from the other party which is marked confidential or which a party notifies the other party is confidential.

12. FORCE MAJEURE:

None of the parties 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, lockdowns, epidemics/pandemics riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in conditions continues beyond six months, the parties shall then mutually decide about the future course of action.

13. Saving:

Any changes in any clause(s) of this MoU can be carried out by the CCRAS-RARI, in public interest, after due consultation with the DHS. Further, if any aspect of the arrangement between the CCRAS-RARI and the DHS as also the obligations of the CCRAS-RARI/DHS has been left out in this MoU, the same can be included, in the due course, after mutual discussion between the CCRAS-RARI and the DHS.

IN WITNESS thereof, all the Parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above, in the presence of following witnesses.

On behalf of CCRAS
(with seal)

Signature:

डॉ. गुरुचरण भूयान / Dr. Gurucharan Bhuyan

सहायक निदेशक (आयुर्वेद) इलाहाबाद / Assistant Director (Ayurveda) In-charge

क्षेत्रीय आयुर्वेद अनुसंधान संस्थान / Regional Ayurveda Research Institute

Name: DR. GURUCHARAN BHUYAN

Date: 29.12.2023

Witness

On Behalf of Director of Health
Services, GoAP (with seal)

Signature:

29.12.2023
Director of Health Services

Arunachal Pradesh

Naharlagun

Name:

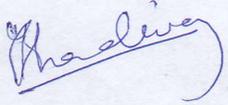
DR. D. WANGLI

Date:

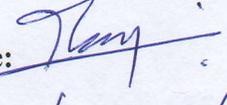
29th Dec 2023

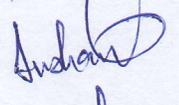
Witness

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1. Signature: 
 Name: Dr. Yashpal Bhardwaj
 Date: 29.12.2023

2. Signature: P. Yugandhar
 Name: Dr. P. Yugandhar
 Date: 29.12.2023

1. Signature: 
 Name: Dr. Inya Linga
 Date: 29/12/2023

2. Signature: 
 Name: Sushant
 Date: 29/12/2023

SCHEDULE - A

- A. Monthly Personnel Availability:** - The Agency will submit monthly attendance sheet of the Personnel available during the month in the Panchakarma unit as per the below mentioned format. This will be submitted to the AD I/c RARI and Director of Health Services.

Sl No	Category of staff	No. of posts
1	Medical Officer(Ayu)	1
2	Panchakarma Therapist (male and female)	1 each (min.)
3	MTS	1

