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Second Party Address	: I C A R -I I S R CALICUR
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MEMORANDUM OF UNDERSTANDING

BETWEEN GOVERNMENT HOMOEOPATHIC MEDICAL COLLEGE, KOZHIKODE
AND
ICAR – Indian Institute of Spices Research (IISR), Kozhikode

This Memorandum of Understanding (MoU) is entered into on this 1st day of Sept 2026

First party : Dr. MANSOOR ALI. ER.

PRINCIPAL
GOVT. HOMOEOPATHIC MEDICAL COLL.
KOZHIKODE - 673 010

Second party:

डॉ. आर. दिनेश Dr. R. Dinesh
निदेशक Director
भाकृअनुप-भारतीय मसाला फसल अनुसंधान संस्थान
ICAR – Indian Institute of Spices Research
मरिकुन्नु पी.ओ., कोषिक्कोड़-673 012 Marikunnu P.O, Kozhikode

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K. MANOJ KUMAR
Taluk Vendor, Kozhikode
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MEMORANDUM OF UNDERSTANDING (MoU)

Between

Government Homoeopathic Medical College, Kozhikode (GHMC)

And

ICAR – Indian Institute of Spices Research (IISR), Kozhikode

1. Parties to the Agreement

This Memorandum of Understanding (MoU) is made on this 1 day of Sept, 2026 **Between Government Homoeopathic Medical College (GHMC), Kozhikode**, a Government institution under the Department of AYUSH, Government of Kerala, engaged in medical education, clinical services, and research, hereinafter referred to as the **"First Party" And ICAR – Indian Institute of Spices Research (IISR), Kozhikode**, a constituent institute of the Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare, Government of India, engaged in advanced research on spices and allied sciences, hereinafter referred to as the **"Second Party"** Both Parties shall collectively be referred to as the **"Parties."**

2. Purpose of the MoU

The purpose of this MoU is to promote **academic, clinical, and research collaboration** in areas of mutual interest, including:

a) Analytical and laboratory-based studies
b) Clinical and patient-based research (where applicable)
c) Product development, validation, and testing
d) Interdisciplinary research involving plant-based materials, homoeopathy, and allied sciences
e) Conservation, cultivation, quality evaluation, standardization and scientific validation of medicinal plants and homoeopathic drugs through interdisciplinary research involving pharmacognosy, phytochemistry, soil science, analytical chemistry, biotechnology, and allied disciplines

डॉ. आर. दिनेश Dr. R. Dinesh
निदेशक Director
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3. Scope of Collaboration

The collaboration under this MoU may include, but shall not be limited to, the following activities:

a) Joint research projects, including analytical, experimental, translational, and clinical studies, subject to applicable ethical and regulatory approvals.

b) Patient-based observational and interventional studies in accordance with approved protocols and institutional regulations.

c) Sharing of research facilities, laboratories, instrumentation, and technical expertise.

d) Exchange of faculty members, scientists, researchers, postgraduate students, and research scholars for teaching, learning, training, and capacity-building programmes, subject to prior written approval of the Director, ICAR–IISR. Visiting students and researchers must possess valid personal accident/health insurance, complete laboratory safety orientation, execute individual Non-Disclosure Agreements (NDAs), and adhere strictly to ICAR safety norms. The First Party (GHMC) shall assume full financial liability for any damage to ICAR–IISR equipment or property caused by the negligence or misuse of its deputed scholars

e) Joint organization of seminars, workshops, conferences, continuing medical education programmes and academic activities.

f) Collaborative product development, standardization, validation, and testing of medicinal products and related formulations.

g) Exchange of scientific information, protocols, methodologies, and research materials in accordance with mutually agreed terms.

h) Conduct of community outreach activities, including free health awareness programmes, health education campaigns, screening camps, epidemiological surveys, and community-based studies for promotion of public health.

i) Collaborative pharmacognostic studies, authentication, characterization, and standardization of native medicinal plants and medicinal plant resources.

j) Establishment, development, maintenance, and utilization of medicinal plant and herbal gardens for educational, research, conservation, and extension purposes.

k) Conduct of phytochemical, physicochemical, chromatographic, and related analytical studies of medicinal plants, formulations, and natural products.

l) Conduct of soil analysis, nutrient profiling, environmental studies, and allied investigations related to medicinal plant cultivation and quality enhancement.

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m) Joint guidance and co-guidance of postgraduate and doctoral research scholars, subject to the regulations and approval of the respective universities and competent authorities.

n) Any other academic, research, extension, or capacity-building activities of mutual interest that may be agreed upon by both Parties from time to time

4. Co-guideship for Research Scholars

a) Faculty members/scientists from either Party may be appointed as **Co-guides (Co-supervisors)** for postgraduate (MD) and doctoral (PhD) research scholars, subject to:

- Eligibility criteria and academic regulations of the parent university/institution
- Approval by the competent academic authorities of both Parties

b) The roles and responsibilities of the Guide and Co-guide shall be clearly defined in accordance with institutional and university norms.

c) Co-guideship shall not confer any automatic administrative, financial, or employment rights in the other institution.

d) Any honorarium, recognition, or academic credit shall be governed by the respective institutional policies.

5. Ethical and Regulatory Compliance

a) All research involving human participants shall strictly adhere to the Indian Council of Medical Research National Ethical Guidelines for Biomedical and Health Research involving Human Participants and applicable regulations.

b) Prior approval from the Institutional Ethics Committee (IEC) of the concerned institution(s) shall be mandatory before initiation of any patient-based study.

c) Clinical trials, where applicable, shall be conducted in accordance with Good Clinical Practice (GCP) guidelines and shall be registered with the Clinical Trials Registry of India (CTRI) prior to participant enrolment.

d) All studies shall comply with applicable national laws, including the Digital Personal Data Protection Act, and other relevant regulatory requirements.

6. Roles and Responsibilities in Clinical Research

a) **GHMC (First Party)** shall be primarily responsible for:

- Patient recruitment and clinical management
- Clinical data collection and documentation
- Ensuring patient safety and reporting of adverse events

डॉ. आर. दिनेश Dr. R. Dinesh
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भाकृअनुप-भारतीय मसाला फसल अनुसंधान संस्थान
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- Obtaining informed consent

b) **IISR (Second Party)** shall be responsible for:

- Laboratory, analytical, and technical support
- Product standardization and scientific validation
- Data analysis support where applicable
- ICAR – Indian Institute of Spices Research (ICAR-IISR), Kozhikode (Second Party) shall provide laboratory, testing, analytical and technical support for approved collaborative research, strictly subject to equipment availability, operational capacity and prior payment of standard ICAR-approved institutional user charges, bench fees and actual reagent/consumable expenses by the First Party (GHMC). ICAR-IISR retains sole discretion over scheduling, facility access and fee application, and no unquantified financial subsidy or mandatory discount shall be extended.

c) Specific roles for each project shall be defined through project-specific agreements or protocols.

7. Informed Consent and Participant Protection

a) Written informed consent shall be obtained from all participants prior to enrolment.

b) Participants' rights, safety, dignity, and confidentiality shall be protected at all times.

c) No participant shall be enrolled without IEC approval and adherence to ethical standards.

8. Data Privacy and Confidentiality

a) The First Party (GHMC) shall be the sole 'Data Fiduciary' under the Digital Personal Data Protection (DPDP) Act, 2023, and shall be exclusively responsible for obtaining lawful informed consent, collecting, storing, and securing all personal and health-related data of research participants.

b) All clinical and patient-related data shared with or transmitted to ICAR–IISR (Second Party) shall be strictly de-identified, anonymized, and pseudonymized prior to disclosure. ICAR–IISR shall handle such data solely in its capacity as a 'Data Processor' for analytical and scientific evaluation purposes.

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मरिकुन्नु पी.ओ, कोझिक्कोड-673 012 Marikunnu P.O, Kozhikode

c) GHMC shall fully indemnify, defend, and hold harmless ICAR–IISR, its officers, scientists, and employees against any statutory penalties, fines, litigation costs, or liabilities imposed or incurred due to any data breach, security failure, or non-compliance with the DPDP Act, 2023 originating from GHMC.

d) All scientific findings, research protocols, laboratory formulations and analytical findings generated under this MoU shall be treated as confidential information and shall not be disclosed to any third party without explicit prior written authorization from the competent authority of ICAR–IISR.

9. Data Management and Sharing

a) Data shall be used only for the purposes defined under approved research protocols.
b) Access to identifiable data shall be restricted and controlled.
c) Data sharing between Parties shall be governed by approved protocols and IEC permissions.
d) Data storage shall follow secure and compliant institutional practices.
e) All scientific data, experimental results, analytical datasets, and research records generated under this MoU shall remain under the conjoint custody and oversight of GHMC and ICAR–IISR.
f) No research data, clinical findings, laboratory results, or technical information generated under this collaboration shall be shared, transferred, disclosed, or transmitted to any third party, individual, or external entity in any form without the explicit prior written authorization of the Director, ICAR–IISR.
g) Any data sharing authorized by the Director, ICAR–IISR shall be executed strictly for approved research objectives, using encrypted/secure transmission mechanisms, and with all personal/participant identifiers fully anonymized.
h) All financial accounts, voucher records, laboratory logbooks, stock registers, and scientific data generated or maintained under this MoU shall be open to statutory audit and physical inspection by the Comptroller and Auditor General of India (CAG), ICAR Headquarters, Vigilance officers, or any authorized committee of the Government.
i) Both Parties shall retain and securely preserve all financial, technical, and operational records relating to collaborative projects conducted under this MoU for

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a minimum period of seven (7) years following the expiration or termination of this MoU.

j) In the event of any audit observation, query, or objection raised by CAG or ICAR internal audit regarding the execution or funding of this MoU, the First Party (GHMC) shall provide all necessary documents, explanations, and full administrative cooperation to resolve the audit query within the stipulated timeframe

k) All digital research data, analytical code and electronic communication transmitted or stored under this MoU shall be secured using robust encryption protocols (minimum AES-256 encryption) in full compliance with CERT-In (Indian Computer Emergency Response Team) guidelines and Government of India cybersecurity standards.

l) No project-related digital data shall be uploaded, hosted, or backed up on third-party commercial cloud servers, external storage drives, or foreign servers without the explicit prior written consent of the Director, ICAR–IISR.

m) In the event of any cybersecurity breach, unauthorized access, malware exposure, or data leakage, GHMC shall report the incident in writing to ICAR–IISR within six (6) hours of detection and take immediate technical and legal measures to mitigate and contain the breach.

10. Intellectual Property Rights (IPR)

a) Intellectual Property (IP) arising from collaborative activities under this MoU shall not be jointly owned by default. Ownership of any patent, plant variety right, trade secret, process, or formulation generated shall be allocated strictly on the basis of the inventive, technical and financial contributions of each Party, in full compliance with the ICAR Guidelines for Intellectual Property Management and Technology Transfer. All pre-existing IP, biological materials, plant genetic resources and baseline data belonging to ICAR-IISR shall remain the sole and exclusive property of ICAR-IISR. Specific terms regarding IP filing, prosecution expenses, licensing and commercial revenue sharing shall be executed through separate project-specific agreements before any collaborative activity commences

b) Rights related to patents, publications, commercialization, and revenue sharing shall be defined through separate project-specific agreements.

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c) Neither Party shall use the intellectual property of the other Party without prior written consent.

11. Material Transfer

a) Any transfer of biological materials, plant genetic resources, spice germplasm, natural product formulations, or laboratory samples under this MoU shall be executed strictly through a separate, project-specific Material Transfer Agreement (MTA).

b) The collection, transfer, research, and utilization of all biological materials shall strictly comply with the provisions of the Biological Diversity Act, 2002, the Biological Diversity Rules, 2004, and applicable guidelines of the National Biodiversity Authority (NBA). Obtaining all necessary prior statutory permissions, clearances, and approvals from competent regulatory authorities shall be the sole responsibility and obligation of the requesting Party.

c) Absolute ownership of all biological materials, plant genetic resources, and derivatives transferred shall remain exclusively with ICAR–IISR. Transferred materials shall be utilized solely for the specific approved research protocol and shall not be transferred, sub-licensed, commercialized, or shared with any third party without explicit prior written authorization from the competent authority of ICAR–IISR.

12. Publication

a) Either Party proposing to publish research results, data, or findings derived from collaborative activities under this MoU shall submit the draft manuscript to the other Party for written review prior to submission for publication.

b) The reviewing Party shall communicate its comments, requested modifications, or approval in writing within forty-five (45) days of receipt of the draft manuscript. If no response or written objection is communicated within the said 45-day period, publication consent shall be deemed granted unconditionally.

c) Consent for publication shall not be unreasonably withheld and may be withheld or delayed only if the draft manuscript contains patentable intellectual property requiring protection or proprietary confidential information.

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d) Authorship credit for all publications arising from collaborative work shall strictly conform to international scientific standards (such as ICMJE guidelines) and acknowledge the contributions of researchers from both Parties.

13. Financial Arrangements

a) This MoU creates no direct financial obligation, monetary outlay, or budgetary liability on ICAR – Indian Institute of Spices Research (ICAR-IISR), Kozhikode. All expenditure towards joint research activities, laboratory analytical testing, chemical consumables, reagents, and technical services conducted under this MoU shall be borne entirely by the First Party (GHMC) or met through sanctioned external research grants. No specific collaborative project shall be initiated without confirmed financial allocation and prior sanction of the competent authority of ICAR-IISR

b) Expenses related to specific projects shall be governed by **separate agreements or funding arrangements**.

c) All costs towards chemicals, specialized reagents, glassware, biological consumables, and analytical usage charges incurred for research activities conducted by GHMC scholars or faculty shall be fully reimbursed by GHMC or met out of sanctioned project grants. In addition, standard bench fees and institutional service charges shall be paid to ICAR-IISR prior to the initiation of laboratory work, in accordance with ICAR-approved fee schedules. No consumables, chemical supplies, or laboratory testing services shall be provided without confirmed prior financial allocation or upfront payment

14. Liability and Indemnity.

a) The First Party (GHMC) shall fully indemnify, defend, and hold harmless ICAR–IISR (Second Party), its Director, scientists, officers, and employees against any and all third-party claims, Consumer Forum/court proceedings, clinical malpractice liabilities, adverse drug events, financial losses, and legal costs arising from or related to clinical trial management, patient recruitment, informed consent procedures, treatment protocols, or clinical services conducted under this MoU.

b) ICAR–IISR shall bear no legal, financial, or statutory liability for any health complications, adverse events, disability, or mortality suffered by research participants or third parties in connection with clinical research managed by or conducted under the supervision of GHMC.

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निदेशक Director
भाकृअनुप-भारतीय मसाला फसल अनुसंधान संस्थान
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मरिकुन्नु पी.ओ, कोषिक्कोड़-673 012 Marikunnu P.O, Kozhikode

c) Appropriate insurance/indemnity provisions shall be ensured wherever required.

15. Dispute Resolution

a) In the event of any dispute, claim, or difference arising out of or in connection with this MoU, the Parties shall first endeavor to resolve the matter amicably through mutual consultation between the Director, ICAR–IISR, Kozhikode, and the Principal, GHMC, Kozhikode.

b) If the dispute remains unresolved through direct dialogue, it shall be referred for joint conciliation to the Secretary, Department of Agricultural Research and Education (DARE) / Director General, ICAR, and the Secretary, Department of AYUSH, Government of Kerala.

c) Unresolved at the secretarial level, the dispute shall be submitted for administrative adjudication through the Administrative Mechanism for Resolution of CPSEs/Government Disputes (AMRCD) or the prevailing inter-governmental dispute resolution policy of the Government of India.

d) The place of arbitration and jurisdiction shall be Kozhikode, Kerala.

16. Duration and Termination

a) This MoU shall remain valid for three (3) years from the date of signing.

b) It may be extended by mutual written consent.

c) Either Party may terminate this MoU without cause by giving ninety (90) days' prior written notice to the other Party.In the event of a material breach of any terms of this MoU, including IPR infringement, confidentiality failure, or data privacy non-compliance, the non-breaching Party shall issue a thirty (30) days' written cure notice. If the breaching Party fails to remedy the breach within the said 30 days, the Director, ICAR–IISR shall have the right to terminate this MoU forthwith. ICAR–IISR reserves the absolute right to terminate this MoU with immediate effect, without any notice period, in cases involving severe breach of clinical ethics, biosafety hazards, patient safety risks, fraudulent activities, or statutory prohibition by competent regulatory authorities.

d) Upon expiration or termination of this MoU, the continuation of any ongoing approved collaborative research project shall be strictly time-bound for an orderly wrap-up period not exceeding six (6) months, subject to prior evaluation and written consent of the Director, ICAR–IISR. All project activities, facility access, and

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भाकृअनुप-भारतीय मसाला फसल अनुसंधान संस्थान
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resource utilization under this MoU shall cease upon the expiry of the said 6-month period, unless extended via a fresh, legally binding agreement with dedicated financial sanction. Both Parties shall ensure that the winding-down process prioritizes participant safety, data integrity, and strict adherence to institutional guidelines

17. Amendments

Any modification to this MoU shall be made in writing and signed by authorized representatives of both Parties.

18. General Provisions

a) This MoU does not create any legal partnership or agency relationship.

b) All activities shall comply with applicable institutional and governmental regulations.

c) Neither Party shall be held liable or deemed in default or breach of this MoU for any delay or failure in performing its obligations under this MoU if such delay or failure arises from events beyond its reasonable control, including but not limited to acts of God, natural disasters, floods, earthquakes, epidemics, pandemics, government restrictions, statutory prohibitions, war, civil commotion, or major administrative shutdowns ('Force Majeure Event').

d) The Party affected by a Force Majeure Event shall promptly notify the other Party in writing within fifteen (15) days of its occurrence, detailing the nature and anticipated duration of the event. Contractual obligations shall remain suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues continuously for a period exceeding ninety (90) days, either Party may terminate this MoU upon written notice without incurring any financial or legal liability..

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19. Signatures

IN WITNESS WHEREOF, the Parties have executed this MoU on the date first written above.

For Government Homoeopathic Medical College, Kozhikode (First Party)	For ICAR – Indian Institute of Spices Research, Kozhikode (Second Party)
Signature:	Signature:
Name: Dr. MANSOOR ALI. ICR	Name: Dr. R. DINESH
Designation: PRINCIPAL	Designation: DIRECTOR, ICAR-IISR
Date: 1.9.2026	Date: 1-9-2026

1. Witnesses	1. Witnesses
Signature:	Signature: V. Srinivasan
Name: DR. RITHESH B	Name: V. SRINIVASAN
Designation: Professor, GHMC Kozhikode	Designation: Head, ICAR-IISR, Kozhikode

2. Witnesses	3. Witnesses
Signature:	Signature:
Name: Dr. Arun Krishnan. T.P.	Name: A. I. BHAT
Designation: Assistant professor. GHMC Kozhikode.	Designation: Head, ICAR-IISR, Kozhikode

भाकृअनुप-भारतीय मसाला फसल अनुसंधान संस्थान * ICAR - Indian Institute of Spices Research *
कोषिक्कोड़ Kozhikode 673012 केरल Kerala भारत India