

**MEMORANDUM OF
UNDERSTANDING (MOU)**

BETWEEN

INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH,
(BORGAON) MEGHE, WARDHA

&

MAYONS PHARMACEUTICAL PVT. LTD.
NAGPUR

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the 1st day of April Two Thousand Twenty Three (01/04/2023),

BETWEEN

Institute of Pharmaceutical Education and Research, Wardha the **First Party** represented herein by **Dr. R. O. Ganjwale, I/c Principal** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Mayons Pharmaceutical Pvt. Ltd. Nagpur, the **Second Party**, and represented herein by its Technical Director, **Mr. Yusuf Chimthanawala**, (hereinafter referred to as "**Second Party**". institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **Institute of Pharmaceutical Education and Research, Wardha**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.



- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Mayons Pharmaceutical Pvt. Ltd. Nagpur, the Second Party**, the Second Party is engaged in analysis of food products and herbs, Formulation of various herbal extracts and formulations.
- F) **Mayons Pharmaceutical Pvt. Ltd. Nagpur, the Second Party**, the Second Party is promoted by the Executive Director ;
- G) Give related information, its branches, and dimensional information about the institute concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in preclinical studies in animals, safety studies in animals, pharmacological evaluation of drugs, keeping in mind the needs of, the Second Party.



- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum.
- 2.3 Recognizing the mutual interest in the fields of herbal drug research, herbal cosmetics, both parties will facilitate students of both institutes to work in this area.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **formulation of advanced dosage forms, their testing and analysis.**
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party.



- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Institute of Pharmaceutical Education and Research, Wardha**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Mayons Pharmaceutical Pvt. Ltd. Nagpur**, the Second Party, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this



MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Wardha**.



AGREED:

For Institute of Pharmaceutical Education
Research, Wardha

For Mayons Pharmaceutical Pvt. Ltd.
Nagpur.



Authorized Signatory

PRINCIPAL

Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha.





Authorized Signatory



Institute of Pharmaceutical Education and Research	Mayons Pharmaceutical Pvt. Ltd. Nagpur
Address: Borgaon (Meghe)	Address: Near octroi naka no 4, Old Kamptee road, Kalamna, Nagpur. 440026
Contact Details: 07152-240284	Contact Details: 9028049946
E-mail: Iper4160@gmail.com	E-mail: admin@mayons.com
Web: www.iperwardha.com	Web: www.mayons.com

Witness 1: 

Witness 2: 
C.G.D. Dabhi

Witness 3: 

Witness 4: 
C.D. Singhani

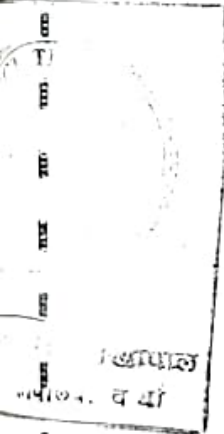




MAHARASHTRA

FR 938757

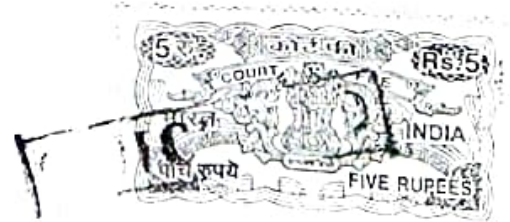
दिनांक 22/06 - दिनांक 19/05/12
 मुद्रांक 100
 मुद्रांक प्राप्त श्रीमती मध्य कक्षा
सी. जी. शिंदे
 मुद्रांक विक्रेता लि.
 कसेरी बार्ड ला. न. 10/99
Handrikar



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the 19 May 2012, by and between **Kanturba Health Society, Sewagram**, a society under the Societies Registration Act - 1860, having its registered office in/at Sewagram - 442102, Wardha (Dist.), Maharashtra hereafter referred to as Society

Institute of Pharmaceutical Education and Research, Borgaon (Meghe) Wardha, an institute affiliated to Rashtrasant Tukdoji Maharaj Nagpur University, Nagpur. Located at Borgaon (Meghe), Wardha 442001, hereafter referred to as IPER



1. Areas of cooperation

This MOU present the areas of co-operation and which from time to time may be added to this document by mutual agreement of both parties.

In general, both parties agree to cooperate and collaborate in the following areas of

- a. Trial of synthetic pharmaceutical compounds in filarial model.
- b. Exchange of research expertise in the respective fields of the two parties towards enrichment of knowledge and contribution to the scientific database.
- c. Collaborative projects towards development and designing of newer antifilarial drugs

2. Arrangements and Administration

Both parties through representatives (Dr. M.V.R. Reddy and Dr. K. Goswami from society and AMISHA MANDVIKAR from IPER) shall jointly administer this collaboration.

Representatives from either Party may lead or drive or manage or oversee an area of cooperation on a mutually agreeable basis. The representatives may meet as and when necessary in person, by proxy or through electronic methods, to review progress in the implementation of the agreed arrangements, define new areas and programmes of cooperation and collaboration as well as discuss matters related to the MOU.

3. Funding

There will be no financial liabilities and bindings for both the parties involving the other. However, the cost of carrying out respective work of each party will be their sole responsibility.

In case a collaborative projects get sanctioned involving both parties; they may either jointly or severally upon mutual agreement, carry out applications of such funding. The financial agreement relating to such project agreement and programme of cooperation shall be in accordance with the specific agreement and programme of cooperation covered in the project.

4. Intellectual Property, Inventions and Innovations

Each party and its designated and willing member or constituent, will retain ownership of its existing intellectual property rights (IPR) prior to this collaboration.

Both Parties and their designated and willing member or constituent, shall have joint ownership of IPR resulting from activities carried out under this collaboration subjects to the conditions of the sources of funding if any, (like Department of Biotechnology, Ministry of Science and Technology, Government of India) where applicable.



The terms with respect to the title and exploitation of the intellectual property, including trademark and service marks, copyrights, patent design and confidential information on the subject of such intellectual property, inventions and innovation will be negotiated, subject to the conditions of the sources of the funding, if any, (like Department of Biotechnology, Ministry of Science and Technology, Government of India) for the specific project where applicable.

5. Commercialization

Under the articles of this MOU, both parties may agree to jointly pursue commercialization in accordance with the terms and conditions specifically stated in subsequent and separate project agreements and programmes of cooperation.

6. Non collaborative pursuits

Non collaborative pursuits made by either party will not be bound by the articles of this MOU.

Other collaborations initiated by either party shall not bind the other party unless adequate notification and consent has been obtained.

7. Publication of Articles

Either party may, with the written consent of the other party, such consent not to be unreasonably withheld, publish the reports and findings of the collaborative activities of the parties in the form of an article in a journal, newspaper or other periodical, or book, in any media, provided that the parties have decided, where appropriate, that a joint application for registration of a trade mark, service mark or design or an application for a patent will be made, such an articles shall not be published until the said application has been made. A copy of the articles shall be provided prior to publication to the party whose written consent is required hereunder for that party's perusal and written consent.

8. Confidentiality

Either of the party shall not, at any time, disclose to any third party, any confidential information of the other party, which is acquired pursuant to this MOU without the prior written consent of the other party, such consent not to be unreasonably withheld.

9. Presentation to the Public

The parties consent and authorize each other to identify and represent the MOU and/or the specific collaborative projects agreed herein and subsequently, to the public in written announcements, releases, publications, advertisements, mailings in any media, or by oral presentations as may deem appropriate provided that the other party has been duly informed of the public presentation in advance.

10. Amendments

This MOU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the parties.

11. Term of MOU

This MOU shall commence on the date of its execution by the parties and shall remain in force for a period of three years; thereafter the MOU shall be deemed terminated by lapsing.

12. Termination

Either of the parties may terminate this MOU by giving a prior notice of thirty days to the other party in writing of its desire to terminate.

The termination of this MOU shall not affect the implementation of the projects or programmes or areas of cooperation established under it prior to such termination, unless the specific projects or programmes are also explicitly terminated under the terms and conditions of the project(s).

The provisions of the relevant Articles in this document, including articles 4, 5, 7, 8 and 14 shall survive termination of this howsoever caused.

13. Extension

This MOU can be extended by agreement of both parties.

14. Dispute Resolution

Any disputes arising under or in connection with this MOU shall be referred by the parties to arbitration by a single arbitrator jointly appointed by the parties.

In the event that there is no agreement on the choice of arbitrator, an arbitrator shall be appointed according to the Arbitration Rules of an International Arbitration center.

15. Non - Binding Nature of the MOU

Despite the statements and obligations expressed herein, this MOU is a non - binding expression of the current intentions of the parties, and neither party will incur nor be bound to any legal obligations or expense hereunder.

This MOU has been executed in two originals; one of these has been retained by Society and the other by IPER.

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

For and on behalf of IPER

Signature Mandvikar

Name Amisha A. Mandvikar

Designation Associate Professor.

Seal



Witnesses

1.

[Signature]

Dr. J. Singhavi
Asst Professor
I.P.E.R, Wardha

2.

[Signature]

Abhiram J. Dastmalkar
Asst. Professor
I.P.E.R., Wardha.



G

432529

No. /h 264
14/5/12



Amisha Mandvikar age---

Vividha Wardha

19/05/2012

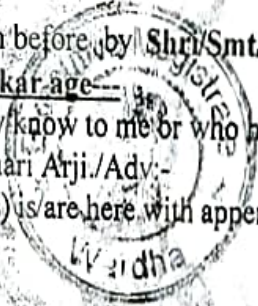
Singed and Sworn before by Shri/Smt/Kumari:-

Amisha Mandvikar age---

Who is Personally know to me or who has been identified

by Shri/Smt/Kumari Arji./Adv:-

whose signature(s) is/are here with appended.



(Signature)
Registrar, Vividha Wardha
Date:- 19/05/2012

Candidate Signature

Mandvikar

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH, (BORGAON)
MEGHE, WARDHA**

&

**Shri Vile Parle Kelavani Mandal's Institute of
Pharmacy, Dhule**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the Sixth day of March, Two Thousand Twenty Three (06/03/2023),

BETWEEN

Institute of Pharmaceutical Education and Research, Wardha the **First Party** represented herein by **Dr. R. O. Ganjiwale, Principal** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Shri Vile Parle Kelavani Mandal's Institute of Pharmacy, Dhule, the **Second Party**, and represented herein by its Principal, **Dr. S. N. Goyal**, (hereinafter referred to as "**Second Party**", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Institute of Pharmaceutical Education and Research, Wardha**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their

resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Shri Vile Parle Kelavani Mandal's Institute of Pharmacy, Dhule, the Second Party**, is engaged in imparting Pharmacy Education and Research.
- F) **Shri Vile Parle Kelavani Mandal's Institute of Pharmacy, Dhule, the Second Party**, is promoted by the Principal;
- G) Give related information, its branches, and dimensional information about the institute concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution**. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in Formulation of different formulations, preclinical studies in animals, safety studies in animals, pharmacological

evaluation of drugs, keeping in mind the needs of, the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 The second party shall be responsible for providing training to the students of the first party through guest lectures.
- 2.3 Recognizing the mutual interest in the fields of Pharmaceutical Research both parties will facilitate students of both institutes to work in this area.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities, joint publications, skill based training programs and participation in seminars and academic meetings.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

- 2.6 There is no financial commitment on the part of the **Institute of Pharmaceutical Education and Research, Wardha**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Shri Vile Parle Kelavani Mandal's Institute of Pharmacy, Dhule**, the Second Party, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is

authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Wardha.**

AGREED:

For Institute of Pharmaceutical Education
And Research, Wardha.

For Shri Vile Parle Kelavani
Institute of Pharmacy, Dhule

Waste

Authorized Signatory
PRINCIPAL



Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha.

[Handwritten Signature]

Principal

Authorized Signatory
**Shri Vile Parle Kelavani Mandal's
Institute of Pharmacy, Dhule**
S.R.No.499, Plot No.03, Behind Gurudwara,
Mumbai Agra Highway, Dhule-424001.



Institute of Pharmaceutical Education and Research	Shri Vile Parle Kelavani Mandal's Institute of Pharmacy.
Address: Borgaon (Meghe)	Address: Dhule, Maharashtra-424001.
Contact Details: 07152-240284 9890816170	Contact Details: 02562-297802 9552916993
E-mail: lper4160@gmail.com	E-mail: iopdhule@svkm.ac.in
Web: www.iperwardha.com	Web: www.svkm-iop.ac.in

Witness1: *[Signature]*

Witness2: *[Signature]*

Witness3: *[Signature]*

Witness4: *[Signature]*

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**INSTITUTE OF PHARMACEUTICAL EDUCATION
AND RESEARCH,
(BORGAON) MEGHE, WARDHA**

&

**DATTA MEGHE INSTITUTE OF MEDICAL SCIENCES
(Deemed to be University)
SAWANGI (Meghe), WARHDA**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the 14th February, 2022.

BETWEEN

Institute of Pharmaceutical Education and Research, Wardha the First Party represented herein by **Dr. R. O. Ganjiwale, I/c Principal** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Datta Meghe Institute of Medical Sciences, Sawangi (Meghe), Wardha, the Second Party, and represented herein by its Registrar, **Dr. Babaji Ghewade** , (hereinafter referred to as "**Second Party**", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Institute of Pharmaceutical Education and Research, Wardha.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) **Datta Meghe Institute of Medical Sciences, Sawangi (Meghe), Wardha** , the Second Party is engaged in Bioanalytical analysis, in vivo studies in animal models and clinical trials.
- F) **Datta Meghe Institute of Medical Sciences, Sawangi (Meghe), Wardha**, the Second Party is promoted by the Registrar ;
- G) Give related information, its branches, and dimensional information about the institute concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede

any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU:

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum.
- 2.3 Recognizing the mutual interest in the fields of herbal drug research, herbal cosmetics, both parties will facilitate students of both institutes to work in this area.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **formulation of advanced dosage forms, their testing and analysis.**
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Institute of Pharmaceutical Education and Research, Wardha**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Datta Meghe Institute of Medical Sciences, Sawangi(Meghe), Wardha**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Datta Meghe Institute of Medical Sciences, Sawangi(Meghe), Wardha.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the

parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Wardha**.

AGREED:

For **Institute of Pharmaceutical Education & Research**

For **Datta Meghe Institute of Medical Sciences (DU)**

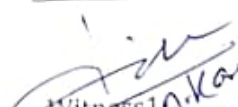

 Authorized Signatory
 PRINCIPAL









Authorized Signatory
 REGISTRAR
 Datta Meghe Institute of Medical Sciences
 (Deemed to be University)
 442001 (M.S.)

Institute of Pharmaceutical Education and Research, Wardha	Datta Meghe Institute of Medical Sciences, Sawangi (M), Wardha
Address: Borgaon (Meghe), Wardha	Address: Sawangi(Meghe), Wardha
Contact Details: 07152-240284	Contact Details: 9822342770
E-mail: lper4160@gmail.com	E-mail: registrar@dmimsu.edu.in
Web: www.lperwardha.com	Web: dmimsu.edu.in


 Witness 1: **A. K. Kulkarni**


 Witness 2: **A. B. Budhrani**


 Witness 3: **E. G. B. Bahil (Dr)**


 Witness 4: **Pooja Vyas**

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH, (BORGAON)
MEGHE, WARDHA**

&

BAJAJ COLLEGE OF SCIENCE, WARDHA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the **First day of July, Two Thousand Twenty One (01/07/2021),**

BETWEEN

Institute of Pharmaceutical Education and Research, Wardha the **First Party** represented herein by **Dr. R. O. Ganjiwale, I/c Principal** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Bajaj College of Science, Wardha, the **Second Party**, and represented herein by its Principal, **Dr. O. A. Mahodaya**, (hereinafter referred to as "**Second Party**", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Institute of Pharmaceutical Education and Research, Wardha**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Bajaj College of Science, Wardha, the Second Party**, is engaged in imparting education in biotechnology and microbiology in addition to basic sciences like chemistry, zoology and Botany.
- F) **Bajaj College of Science, Wardha, the Second Party**, is promoted by the Principal;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution**. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in Formulation of different formulations, preclinical studies in animals, safety studies in animals, pharmacological evaluation of drugs, keeping in mind the needs of the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum.
- 2.3 Recognizing the mutual interest in the fields of herbal drug research and formulation, herbal cosmetics, microbiological analysis and drug analysis both parties will facilitate students of both institutes to work in this area.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of **Herb identification, herbarium preparation, formulation of advanced dosage forms, their testing and analysis, and antimicrobial analysis.**
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends

and in house requirements.

- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party .
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Institute of Pharmaceutical Education and Research, Wardha**, the First Party and **Bajaj College of Science, Wardha, the Second Party** to take up any program mentioned in the MoU. If there is any financial consideration, it will be deal separately between first party and second party and the decision will be binding on both the parties.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 **This Agreement will be valid until it is expressly terminated by either Party** on mutually agreed terms, during which period , the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Bajaj College of Science, Wardha ,the Second Party**, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in

writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Wardha.**

AGREED:

For Institute of Pharmaceutical Education And Research, Wardha. For Bajaj College of Science, Wardha



Authorized Signatory

PRINCIPAL

Institute of Pharmaceutical Education & Research
Borgaon (Meghe) Wardha





Authorized Signatory

Principal
Bajaj College Of Science,
Wardha.

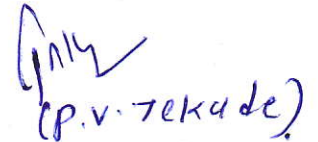


Institute of Pharmaceutical Education and Research	Bajaj College of Science, Wardha
Address: Borgaon (Meghe)	Address: Jamnalal Bajaj Marg, Civil Lines, Wardha.
Contact Details: 07152-240284 9890816170	Contact Details: 07152 230 515 9890845825
E-mail: lper4160@gmail.com	E-mail: jbsciencewardha@yahoo.co.in
Web: www.iperwardha.com	Web: https://www.jbsw.shikshamandal.org

Witness1:


(Dr. S. A. Khan)

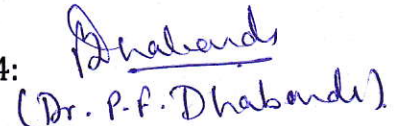
Witness2:


(P. V. Tekade)

Witness3:


(Dr. N. A. Konde)

Witness4:


(Dr. P. F. Dhabandi)

MEMORANDUM OF UNDERSTANDING
BETWEEN

INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, WARDHA

AND

SHREE BAIDYANATH AYURVED BHAVAN PVT. LTD. NAGPUR

This memorandum of understanding made on 1st July 2017 between Institute of Pharmaceutical Education & Research, Wardha (hereinafter called IPER) situated at Borgaon (Meghe), Wardha, Maharashtra 442001, a premier Institute in central India imparting Education and training in Pharmaceutical Sciences and Shree Badyanath Ayurved Bhawan Pvt. Ltd. Nagpur (hereinafter called SBAB), manufacturer of Ayurvedic Medicines with its registered office situated at Great Nag Road, Nagpur, Maharashtra 442001.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between IPER and SBAB in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between IPER and SBAB.

2. FIELD OF COLLABORATION

Collaboration between the two institutions may be established within any field related to research and development of mutual interest and in particular:

- a. Preclinical studies in animals
- b. Safety studies in animals (Acute, Sub acute and Chronic toxicities)
- c. Pharmacological evaluation of drug/s

Extension to other areas will be made through further amendments to the present Memorandum of Understanding.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party

- is received from a third party having no obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

5. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 5 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

8. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

9. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

**INSTITUTE OF PHARMACEUTICAL
EDUCATION & RESEARCH, WARDHA**

By :

Name : Dr. R. O. Ganjiwale

Title : I/C Principal
Date : 1st July 2017

PRINCIPAL

**Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha**

01/07/2017



On behalf of

**SHREE BAIDYANATH
AYURVED BHAVAN PVT. LTD, NAGPUR**

By :

Name : Shri. B. K. Shrikhande

Title : General Manager
Date : 1st July 2017



MEMORANDUM OF UNDERSTANDING
BETWEEN
INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, WARDHA
AND
SIDDHAYU AYURVEDIC RESEARCH FOUNDATION PVT. LTD. NAGPUR

This memorandum of understanding made on 2nd Jan 2018 between Institute of Pharmaceutical Education & Research, Wardha (hereinafter called IPER) situated at Borgaon (Meghe), Wardha, Maharashtra 442 001, a premier Institute in central India imparting Education and training in Pharmaceutical Sciences and Siddhayu Ayurvedic Research Foundation Pvt. Ltd. Nagpur (hereinafter called SARF), manufacturer of Ayurvedic Medicines with its registered office Baidyanath Bhavan Great Nag Road, Nagpur, Maharashtra 442001.

10. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- c. to promote interaction between IPER and SARF in mutually beneficial areas.
- d. to provide a formal basis for initiating interaction between IPER and SARF.

11. FIELD OF COLLABORATION

Collaboration between the two institutions may be established within any field related to research and development of mutual interest and in particular:

- d. Preclinical studies in animals
- e. Safety studies in animals (Acute, Sub acute and Chronic toxicities)
- f. Pharmacological evaluation of drug/s

Extension to other areas will be made through further amendments to the present Memorandum of Understanding.

12. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will may also include the following:

- d. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- e. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- f. **Third parties** - The performance of research by the Parties together with one or more third parties.

13. CONFIDENTIALITY

- c. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- d. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.

- is already known or become known to the receiving party
- is received from a third party having no obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

14. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

15. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 5 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

16. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

17. ASSIGNMENT


It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

18. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of



**INSTITUTE OF PHARMACEUTICAL
 EDUCATION & RESEARCH, WARDHA**
 PRINCIPAL

By **Institute of Pharmaceutical Education & Research**
 Borgaon (Meghe), Wardha

Name :
 Title : I/C Principal
 Date : 2nd Jan 2018



On behalf of


**SIDDHAYU AYURVEDIC
 RESEARCH FOUNDATION
 PVT. LTD, NAGPUR**

By :

Name :
 Title : Director
 Date : 2nd Jan 2018



02/01/18

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH, (BORGAON)
MEGHE, WARDHA**

&

**Mahatma Gandhi Ayurved College, Hospital
& Research Centre, Salod (H), DMIMS (DU),
Wardha**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the **Twentieth day of March, Two Thousand Twenty One 20/03/2021 and valid up to 19/03/2026 (5 Yrs)**

BETWEEN

Institute of Pharmaceutical Education and Research, Wardha the First Party represented herein by (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Mahatma Gandhi Ayurved College, Hospital & Research Centre, Wardha, the Second Party, and represented herein by its Principal, **Dr. Vaishali Kuchewar**, (hereinafter referred to as "**Second Party**", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Institute of Pharmaceutical Education and Research, Wardha**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their

resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Mahatma Gandhi Ayurved College, Hospital & Research Centre, Wardha, the Second Party**, is engaged in imparting education in Ayurvedic system of medicine.
- F) **Mahatma Gandhi Ayurved College, Hospital & Research Centre, Wardha, the Second Party**, is promoted by the Principal;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution**. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in Formulation of different formulations, preclinical studies in animals, safety studies in animals, pharmacological evaluation of drugs, keeping in mind the needs of, the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 The second party shall be responsible for providing training to the students of the first party
- 2.3 Recognizing the mutual interest in the fields of herbal drug research and formulation, herbal cosmetics, microbiological analysis and drug analysis both parties will facilitate students of both institutes to work in this area.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of **Herb identification, formulation of advanced dosage forms, their testing and analysis, and antimicrobial analysis.**
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of what so ever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Institute of Pharmaceutical Education and Research, Wardha**, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period , the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Mahatma Gandhi Ayurved College, Hospital & Research Centre, Wardha, the Second Party**, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

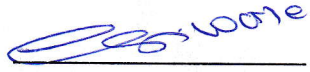
Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Wardha.**

AGREED:

For: **Institute of Pharmaceutical Education
And Research, Wardha.**

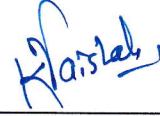
For: **Mahatma Gandhi Ayurved
College, Hospital & Research
Centre, Wardha**



Authorized Signatory
PRINCIPAL

**Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha**





Authorized Signatory
PRINCIPAL,

**M. G. A. C. H. & R. Centre
SALOD (H.), WARDHA**

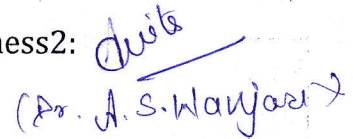


Institute of Pharmaceutical Education and Research	Mahatma Gandhi Ayurved College, Hospital & Research Centre, Wardha.
Address: Borgaon (Meghe)	Address: Salod, Maharashtra-442001.
Contact Details:07152-240284 9890816170	Contact Details:07152-254501
E-mail: Iper4160@gmail.com	E-mail: mgayurvedcollege@gmail.com
Web: www.iperwardha.com	Web: https://www.mgachrc.org/

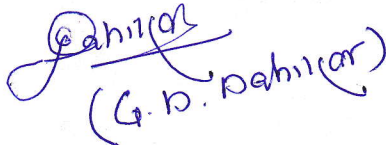
Witness1: S. R. Asode



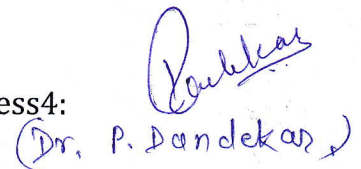
Witness2:


(Dr. A. S. Wanjari)

Witness3:


(G. N. Pahlkar)

Witness4:


(Dr. P. Dandekar)

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH, (BORGAON)
MEGHE, WARDHA**

&

Adroit Pharmachem Pvt. Ltd., NAGPUR

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the **2nd day of June, Two Thousand Twenty one (02/06/2021)**,

BETWEEN

Institute of Pharmaceutical Education and Research, Borgaon (Meghe) Wardha the First Party represented herein by **Dr. R. O. Ganjiwale, Principal** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

An

Adroit Pharmachem Pvt. Ltd. Nagpur, the Second Party, and represented herein by its Managing Director, **Shri. Sanjay Kukreja**, (hereinafter referred to as "**Second Party**", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Institute of Pharmaceutical Education and Research, Wardha**
- B) First Party & Second Party believe that collaboration and co-operation

between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **Adroit Pharmachem Pvt. Ltd. Nagpur, the Second Party**, is engaged in the Pharmaceutical Formulation.
- F) **Adroit Pharmachem Pvt. Ltd. Nagpur the Second Party**, is promoted by the Managing Director;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in preclinical studies in animals, safety studies in animals, pharmacological evaluation of drugs, keeping in mind the needs of, the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum.
- 2.3 Recognizing the mutual interest in the fields of pharmaceutical formulations, both parties will facilitate students of both institutes to work in this area.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **formulation of advanced dosage forms, their testing and analysis.**
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party .
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Institute of Pharmaceutical Education and Research, Wardha**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Adroit Pharmachem Pvt. Ltd. Nagpur** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Adroit Pharmachem Pvt. Ltd., Nagpur**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Wardha**.

AGREED:

For Institute of Pharmaceutical Education
And Research, Wardha

For, Adroit Pharmachem Pvt. Ltd.
Nagpur



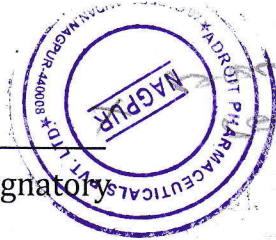
Authorized Signatory
PRINCIPAL

Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha






Authorized Signatory




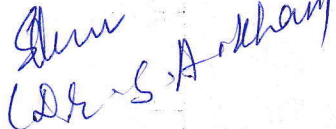
ADROIT PHARMACEUTICALS PVT. LTD
46 GAROBA MAIDAN,
NAGPUR-440008

Institute of Pharmaceutical Education and Research	Adroit Pharmachem Pvt. Ltd. Nagpur
Address: Borgaon (Meghe)	Address: 46, Ambedkar Chowk, Garoba Maidan, Ambedkar Chowk, Nagpur, Maharashtra 440008
Contact Details: 07152-240284	Contact Details: 0712 276 6731
E-mail: lper4160@gmail.com	E-mail: info@pharmachem.com
Web: www.iperwardha.com	Web: adroitpharmaceuticals.com

Witness1: *Dr. J. S. Wankhede*


Witness2: *Dr. D. J. Singhav*


Witness3: *Mr Jagannath Tette*


Witness4: *Dr. S. Ansham*


ADROIT PHARMACEUTICALS PVT. LTD
46 GAROBA MAIDAN,
NAGPUR-440008



महाराष्ट्र MAHARASHTRA

© 2021 ©

NAGPUR TREASURY

BK 909816

07 JUN 2022

Stamp Head Clerk / Sr. Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this day of 8th June, 2022, By and BETWEEN

INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, having its main campus address at (BORGAEON) MEGHE, WARDHA the First Party represented herein by Authorized Signatory (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

ZIM LABORATORIES LTD., B-21/22, MIDC Area, Kalmeshwar, Nagpur, the Second Party, and represented herein by its Authorized Signatory, (hereinafter referred to as "Second Party", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS: A) First Party is a Higher Educational Institution named INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH is an independent, Co-Educational institution that provides pharmaceutical research, Diploma, with different specializations and Research facilities.

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

E) The Second Party is engaged in the Pharmaceutical Formulation and is a leading research-driven pharmaceutical manufacturer based at Nagpur. Second Party is involved in development, manufacturing and supply of differentiated generic products and offers pre-formulation intermediates as well as finished formulations in key therapeutic segments in pharmaceutical and nutraceutical sections.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party's co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in preclinical studies. The parties are desirous of getting associated for student development via training/internship programs for students of IPER, as well as carrying

out research and development in areas of pharmaceutical sciences with the following primary objectives:

- a. Facilitate skill-based training activities to the students of pharmacy graduate and post-graduate programs by way of internship programs with appropriate stipend.
- b. Facilitate strengthening research activities based on ideas for mutual benefits.
- c. Facilitate industrial exposure to students through industrial visits.
- d. Encourage creativity and innovation.
- e. Organize training programs, seminars and workshops.
- f. Facilitate improvement of technical writing skill.
- g. Facilitate in joint applications for Government and Industry sponsored projects.
- h. Facilitate in drafting and conducting certificate courses in Quality Control, Quality assurance and Pharmaceutical Marketing Recommend initiatives to sensitize and strengthen INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH on Research.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum.

2.3 Recognizing the mutual interest in the fields of pharmaceutical formulations, both parties will facilitate students of both institutes to work in this area.

2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of formulation of advanced dosage forms, their testing and analysis.

2.5 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein:

Clause 3: RESPONSIBILITY OF PARTIES:

1 RESPONSIBILITIES OF ZIM LABORATORIES LTD:

- a) To act as a resource body to handle the innovation and research as well as training activities as mutually decided by both the parties.
- a. To offer total support and guidance in the field of pharmaceutical research and Pharmaceutical marketing
- b. To provide opportunity to students of **IPER** for undertaking internship/ apprenticeship/employment at **ZIM**.
- c. To act as a resource body for rendering research & innovation training programs, conducting seminars and workshops including development of program structure and module development.
- d. To recommend initiatives to sensitize and strengthen the innovation culture at **IPER**.

2. RESPONSIBILITIES OF INSTITUTE:

- a. To provide infrastructure and administrative support as in case required for related activities.
- b. To encourage the faculty members and students to associate with sensitization programs on research and innovation.
- c. To create awareness among students regarding the internship programs conducted by ZIM and to encourage them to apply and pursue for their career development.
- d. All other support and assistance which is mutually agreed by both parties for carrying on all the activities which are part of this MOU.

CLAUSE 4: INTELLECTUAL PROPERTY

4.1 Any intellectual property developed through this collaboration shall be assigned to the Zim. The Researcher workers and through them the Institution shall continue to be named as the Inventors. The Inventors may include researchers who are also employees of the Zim in case they have contributed in developing the Intellectual Property. The detailed rights and conditions related to exercise of Intellectual Property ownership.

4.2 New Intellectual Property:

In instances where new Intellectual Property is anticipated as a result of the project (joint research projects) Zim will take all responsibility regarding filing, and processing of collaborative intellectual property (which includes all expenses for any pre grant or post grant oppositions). This intellectual property shall be held and patented with the company as an applicant/assignee and researchers named as Inventors. Any further commercialization should be addressed in that specific contract before commencement of any research activities.

Clause 5: CONFIDENTIALITY

For the purposes of this MOU, "Confidential Information" shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of Zim which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MOU, including financial information, training & learning material, trade secrets, college lists, trade and commercial details and computer software and databases, the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential; Each of the parties shall at all times while this MOU remains in force and after it has terminated, keep confidential the Confidential Information except where:

- The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
- Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MOU;
- Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorized agents (including professional advisers);
- Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party a separate Confidentiality Agreement shall be sign with the trainees as per the Company Policy.

Proprietary Personal Information:

During the course of collaborations, either entity may have access to private and personal information regarding their partners, its suppliers, customers, management, and shareholders, including, but not limited to, information regarding their personal, legal, or business affairs Zim and IPER understand and agree that the disclosure of any information whatsoever regarding the partner could be damaging. Each institution therefore agrees not to disclose any such information to any person or entity including the media during or after the term of this MOU, except as required for the purposes of

fulfilling the requirements of specific collaborations or as expressly authorized by the partner institution in writing, or as required by law.

CLAUSE 6: FORCE MAJEURE

In the event of non-fulfillment of the terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither **INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH NOR ZIM LABORATORIES LTD** shall be held responsible for any loss or consequential loss.

CLAUSE 7: TERMINATION OF MOU:

Both parties to the MOU will have the right to terminate the MOU, in case the terms and conditions of the MOU are violated by either party, by giving a written notice of 1 month to the violating party.

CLAUSE 8: AMENDMENT TO THE MOU

The obligation of **INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH** and **ZIM LABORATORIES LTD** has been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which call for alteration or modifications of this MOU. These modifications/alterations will be mutually discussed and agreed upon in writing.

CLAUSE 9: PERIOD OF VALIDITY:

This MOU shall be initially valid for 3 years from the date of signing the MOU and to be renewed subsequently by mutual consent of both the parties. Any act on the part of Zim Laboratories Ltd., Nagpur, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

CLAUSE 10: DISPUTE RESOLUTION

All matters, questions, disputes or differences whatsoever arising between the parties touching the construction, meaning, operation or effect of this MOU or out of or relating to this MOU or breach thereof, shall be settled by arbitration in accordance with the rules of the Arbitration and Conciliation Act, 1996, before the sole arbitrator, at Nagpur.


CLAUSE 11: NO PARTNERSHIP

The Parties are independent contractors and nothing in this Agreement will create any partnership, joint venture, franchise or employment relationship between the Parties. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit or to extend credit on behalf of the other Party.

In WITNESS WHEREOF the Parties to this deed have set their signatures on this **MEMORANDUM OF UNDERSTANDING** in token of their free consent thereto with full knowledge of the consents & consequences of this **MOU** without being subject to any undue force or influence, in presence of the following attesting witness on the date month and year first above mentioned.

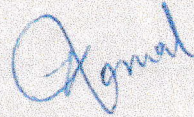
AGREED:

For Institute Of Pharmaceutical
Education And Research, Wardha


PRINCIPAL

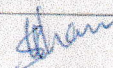
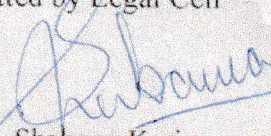
Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha.
Authorized Signatory

For , Zim Laboratories Ltd., Nagpur



Authorized Signatory



INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH	ZIM LABORATORIES LTD
Address: Borgaon (Meghe) Wardha	Address: B-21/22, MIDC Area, Kalmeshwar 441501
Witness: Name:  COO: Shagufta Khan	Vetted by Legal Cell  Ms. Shabana Karim



MEMORANDUM OF UNDERSTANDING

BETWEEN

INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, WARDHA

AND

GENETEK LIFE SCIENCES, PVT. LTD. WARDHA

This memorandum of understanding made on 2nd Jan 2019, between Institute of Pharmaceutical Education & Research, Wardha (hereinafter called IPER) situated at Borgaon (Meghe), Wardha. Maharashtra 442 001, a premier Institute in central India imparting Education and training in Pharmaceutical Sciences and GENETEK LIFE SCIENCES, PVT. LTD. WARDHA

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between IPER and GENETEK LIFE SCIENCES in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between IPER and GENETEK LIFE SCIENCES.

2. FIELD OF COLLABORATION

Collaboration between the two institutions may be established within any field related to research and development of mutual interest and in particular:

- a. Preclinical studies in animals
- b. Safety studies in animals (Acute, Sub acute and Chronic toxicities)
- c. Pharmacological evaluation of drug/s
- d. Formulation Development

Extension to other areas will be made through further amendments to the present Memorandum of Understanding.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

5. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 5 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

7. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

8. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

9. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

**INSTITUTE OF PHARMACEUTICAL
EDUCATION & RESEARCH, WARDHA**

By :

R. G. Ganjwale

Name : *Dr. R. G. Ganjwale*

Title : I/C Principal

Date : 2nd Jan 2019



On behalf of

M. D. Kshirsagar
GENETEK LIFE SCIENCES

PVT. LTD, WARDHA

By : !

Name : *Dr. M. D. Kshirsagar*

Title : Director

Date : 2nd Jan 2019



**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

INSTITUTE OF PHARMACY AND RESEARCH,
ANJANGAON BARI ROAD, BADNERA-
AMRAVATI

&

INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH,
BORGAON(MEGHE), WARDHA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the 2nd day of 2019 (2/ 1/2019),

BETWEEN

Institute of Pharmacy and Research, Anjangaon, Bari road , Badnera-Amravati, the First Party represented herein by **Dr. S. J. Dighade, Principal** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Institute of Pharmaceutical Education and Research, Borgaon(Meghe), Wardha the Second Party, and represented herein by its Principal I/C, **Dr. R. O. Ganjiwale**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **Institute Of Pharmacy and Research, Anjangaon, Bari road , Badnera-Amravati**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their

resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Institute of Pharmaceutical Education and Research, Borgaon(Meghe), Wardha.,** the Second Party is engaged in, Analytical training, ,Skill Development, Education, R&D and formulation of novel dosage forms at lab scale .
- F) **Institute of Pharmaceutical Education and Research, Borgaon(Meghe), Wardha.,** the Second Party is promoted by **itself**;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing

significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Instrumental Training:** Institute and Institute interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its Institute and also involve in training of various sophisticated instruments such as UV, IR, and HPLC. Students will get hands on training on these instruments. Instrumental Training Programs for the First Party. The instrumental training and exposure provided to students and faculty through this association will build confidence and prepare the students to

have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Instruments/Pilot Plant for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of formulation, testing and analysis of Novel dosage forms and Pilot plant scale up activities
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting Technical exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Institute of Pharmacy and Research, Badnera**, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Institute of Pharmaceutical Education and Research, Borgaon(Meghe), Wardha**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner or Institute of Pharmaceutical Education and Research, Borgaon(Meghe), Wardha**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Amravati.**

AGREED:

For Institute of Pharmacy and Research
Badnera, Amravati.

For Institute of Pharmaceutical
Education and Research,
Borgaon(Meghe)Wardha



Authorized Signatory
PRINCIPAL

Institute of Pharmacy & Research
Badnera, Amravati.



Authorized Signatory
I/c. PRINCIPAL

Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha

Institute of Pharmacy and Research	Institute of Pharmaceutical Education and Research
Address: Anjangaon Bari road, Badnera, Amravati	Address: Borgaon(Meghe), Dist-Wardha.
Contact Details: 0721-2970405	Contact Details: 9890816170
E-mail: principaliopr@gmail.com	E-mail: ro_ganjiwale@rediffmail.com
Web: www.iopr.in	www.iperwardha.com

Witness1:

Witness2:

Witness3:

Witness4:

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH, (BORGAON)
MEGHE, WARDHA**

&

SIDDHAYU HEALTHCARE PVT. LTD. MUMBAI

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the 3rd day of January, Two Thousand Twenty One (03/01/2021),

BETWEEN

Institute of Pharmaceutical Education and Research, Wardha the First Party represented herein by **Dr. R. O. Ganjiwale, I/c Principal** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Siddhayu Healthcare Pvt. Ltd. Mumbai, the Second Party, and represented herein by its Technical Director, **Shri. Pranav Sharma**, (hereinafter referred to as "Second Party", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Institute of Pharmaceutical Education and Research, Wardha**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their

resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Siddhayu Healthcare Pvt. Ltd. Mumbai, the Second Party**,the Second Party is engaged in analysis of food products and herbs, Formulation of various herbal extracts and formulations.
- F) **Siddhayu Healthcare Pvt. Ltd. Mumbai, the Second Party**,,the Second Party is promoted by the Executive Director;
- G) Give related information, its branches, and dimensional information about the institute concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in preclinical studies in animals, safety studies in

animals, pharmacological evaluation of drugs, keeping in mind the needs of, the SecondParty.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum.
- 2.3 Recognizing the mutual interest in the fields of herbal drug research, herbal cosmetics, both parties will facilitate students of both institutes to work in this area.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **formulation of advanced dosage forms, their testing and analysis.**

- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party .
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Institute of Pharmaceutical Education and Research, Wardha**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period , the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Shree BaidyanathAyurvedBhavan Pvt. Ltd. Nagpur**, the **Second Party**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of thisMOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

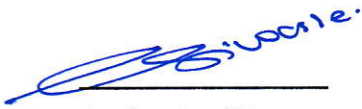
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Wardha.**

AGREED:

For **Institute of Pharmaceutical Education
Research, Wardha**

For **Siddhayu Healthcare Pvt. Ltd.
Mumbai**

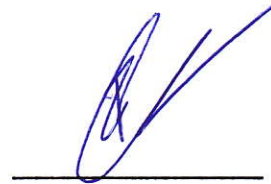


Authorized Signatory

.. PRINCIPAL

**Institute of Pharmaceutical Education & Research
Borgaon (Meghe), Wardha**



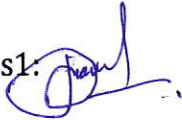


Authorized Signatory



Institute of Pharmaceutical Education and Research	Siddhayu Healthcare Pvt. Ltd. Mumbai
Address: Borgaon (Meghe)	Address: 404, Chartered House, Dr. C. H. Street, Marine Lines, Mumbai.
Contact Details: 07152-240284	Contact Details: 9833765118
E-mail: Iper4160@gmail.com	E-mail: info@baidyanath.info
Web: www.iperwardha.com	Web: https://www.baidyanath.co

Witness1:



Witness2:



Witness3:



Witness4:

