

MEMORANDUM OF UNDERSTANDING

BETWEEN

INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, WARDHA

AND

ALLWIN MEDICOT, 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 ALLWIN MEDICOT, PVT. LTD. WARDHA

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between IPER and ALLWIN MEDICOT, PVT. LTD. in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between IPER and ALLWIN MEDICOT, PVT. LTD.

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. Training to students
- b. Technical help to the Industry
- c. Collaboration in new developments

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

On behalf of

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

**ALLWIN MEDICOT
PVT. LTD, WARDHA**

By :



By : **Allwin Medicot Pvt. Ltd**



Name : **Dr. R. O. Gonsiwale**

Name :

Director

Title : I/C Principal

Title : Director

Date : 2nd Jan 2019

Date : 2nd Jan 2019

