



महाराष्ट्र MAHARASHTRA

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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

[Signature]
PRINCIPAL

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

For , Zim Laboratories Ltd., Nagpur

[Signature]

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: <i>[Signature]</i> COO - Shagufta Khan	Vetted by Legal Cell <i>[Signature]</i> Ms. Shabana Karim

