

Memorandum of Understanding
On
Collaborative Research

BETWEEN

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

AND

ANIL COTTAGE INDUSTRIES
A/31, MIDC Wardha-442006

1. Purpose of Agreement:

Whereas two organizations, ANIL COTTAGE INDUSTRIES (COMPANY) & Institute of Pharmaceutical Education and Research (COLLEGE) have mutual interest in collaborative research in the different areas of **Pharma** having application in the field of Pharmaceuticals, Nutraceuticals, Bio Chemicals, Phyto Chemicals, and Cosmetaceuticals on regular basis in an ongoing manner. The company essentially being a commercial organization is interested in applied research resulting in product/process development for commercial exploitation. Another aim of all such activities is to generate inventions and Know-how in various spheres which can be collectively termed as intellectual property or inventions, a natural consequence of which will result in well defined patents, for protecting the same from all extraneous exploitations , except as provided for under this agreement.

Both the organizations agree to the following guidelines for collaborative efforts for above mentioned projects.

2. Contacts:

The official contacts relative to this Memorandum of Understanding (MOU) are as listed below; however, contact between individual scientists and managers at both of organizations is encouraged as this will facilitate increasing collaboration.

1. **Dr. R. O. Ganjiwale**

Principal, COLLEGE

2. **Mr. Arun Waze**

Technical Director, COMPANY

3. Scope of Collaboration:

Collaborations under this Memorandum of Understanding (MOU) may include, but are not limited to the following:

3. 1. Service work provided by Institute of Pharmaceutical Education and Research, for research performed at COMPANY;

3. 2. Research contracts financed by COMPANY for research performed by Institute of Pharmaceutical Education and Research, Wardha and;

3. 3. Joint research projects (funded/ financed) by a third party submitted by both parties to this MOU.

4. Team:

Both above mentioned parties will frame a team consisting of working and consulting members form both parties for collaborative work to be performed at COLLEGE for research and development of above mentioned projects

4. 1. Responsibilities:

4. 2. 1. It is understood by both Parties involved in the project that they will continue to fulfill their expected team responsibilities. Their objectives will be set in the monthly meeting of above mentioned contacts including all personnel working under entitled projects, they will discuss how the project improvement can be implemented and tasks will be designed thereafter by contacts. Any personal found not to work efficiently, shall be liable for explanation to above mentioned contacts. Any further action necessary shall be taken by both contacts.

4. 2. 2. Team members from both parties will bears responsibility of non disclosure of the above mentioned collaborative research, any personal found guilty for disclosing project details shall be liable for action as set by both parties in respective nondisclosure agreements.

5. Communication

5.1 Above mentioned contacts form both parties will review the progress of their project with the collaborative team. Such meeting will be set up once a month. It is responsibility of COMPANY to set up this meeting every month.

5. 2. Both parties (above mentioned contact persons) will talk with each other for making any major changes in project, especially if it affects this MOU.

6. Time

6. 1. Duration of doing the project: Initial commitment to this project is estimated to three years starting from the date of signing this agreement month.

6. 2. Percentage/Actual amount of time: COLLEGE and COMPANY commit to effective implementation of regular monthly targets. It is understood and agreed upon that the working personnel will work on weekly schedule. Both parties will set and keep the account of this (working) time.

6. 3.Meetings: It is understood that both COLLEGE and COMPANY personnel involved in the project will continue to fulfill their expected team responsibilities and will furnish their commitments to compulsory meetings, conferences and events. Any potential conflicts regarding the execution of projects will be communicated at the earliest possible time to mentioned contacts.

7. Finances

7.1. COMPANY will provide expenses (Includes Travelling allowance, Dining allowance, Hotel allowance) for the travel of any team personal regarding development of above mentioned Projects. The costs for such travel will be on basis of reimbursable expenses. Reimbursement should be made within 30 days of receipt of said statement.

7.3. COMPANY will provide expenses for any third party personal regarding consultation for the development of above mentioned Projects if mutually considered necessary. However such expenses will be deductible from Royalty generated from the specific technologies developed & commercialized.

7.3 In any of the activities, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

7.4 Financial arrangements for each specific collaboration will be decided on a case to-case basis and brought on record in each case after due approval from heads of both the Institutions.

8. Confidentiality:

8. 1. Proprietary Business Information:

Each organization acknowledges and agrees that its fellow organizations are engaged in business, research activities in which it is or may be crucial to develop and retain proprietary, trade secrets, and other confidential information for the benefit of the both organizations (collectively, "proprietary information"). Accordingly, no organization shall at any time during or after the termination of this MOU, either directly or indirectly:

8.1.1. Divulge or convey any proprietary information to any entity or individual, except as may be expressly authorized in writing by its fellow organization during or following the completion of the contractual relationship; or

8.1.2. Use any proprietary information for the organizations' own benefit or the benefit of any entity or individual other than the organization owning the proprietary information. The proprietary information to which the collaborating organization may have access may include, but is not limited to, matters of a technical or intellectual nature such as inventions, designs, drawings, models, plans, improvements, processes of discovery, techniques, methods, ideas, discoveries, developments, know-how, formulae, compounds, compositions, specifications, specialized knowledge. The owner of such proprietary information shall mark all documents it considers covered by the clause as confidential before providing them to its collaborator.

8.2. 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. COMPANY and COLLEGE 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.

9. Intellectual property:

In the course of the conduct of the research or services required under contracts that may be developed, prior protected/Non protected intellectual property (Patents) of COLLEGE may be utilized, new intellectual property (Patents) may be developed, and opportunity for synergic benefits from the combining of intellectual property envisioned. The following rights and responsibilities will pertain:

9. 1. New Intellectual Property:

In instances where new Intellectual Property is anticipated as a result of the project (joint research projects) COMPANY 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 jointly held and patented with

the company as an inventor along with as an applicant/assignee. Any further commercialization should be addressed in that specific contract before commencement of any research activities

10. Arbitration:

The Parties agree that, in the future, if any of the terms herein are subject to questions of intent or interpretation, or if the Parties identify other issues that are not addressed in this Memorandum of Understanding, the Parties shall enter into good faith negotiations to resolve such issues, and such resolutions shall be incorporated as written amendments to this Memorandum of Understanding.

Any dispute under this Memorandum of Understanding shall be settled as soon as possible.

11. Reformation and Severability:

If any provision of this MOU is declared invalid by any tribunal, then such provision shall be adjusted by the concern of above mentioned contacts to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this MOU as though originally included herein. In the event the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this MOU as though such provision had never been included herein. In either case, all remaining provisions of this MOU shall remain in full force and effect.

12. Administration of Agreement:

12. 1. The MOU will come into effect on the day on which it is signed.

12. 2. The term of the agreement will be three years from the effective date.

12. 3. Any dispute over the terms of the MOU will be resolved by Arbitration under the Arbitration Act 1970.

13. Amendment

This Memorandum of Understanding may be amended by mutual consent of the parties concerned.

14. Terms & Termination:


This MOU shall continue in full force and effect for a period of **Five years** from the date of signing. This MOU may be terminated prior to the expiration of its term by written agreement of the parties.

15. Entirety:

This MOU contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral between the parties respecting the subject matter hereof. Except as specifically allowed in this MOU, no modification to this agreement nor any failure or delay in enforcing any term or exercising any option or requiring performance shall be binding or construed as a waiver unless agreed to in writing by the all involved organizations.

IN WITNESS WHEREOF "The COMPANY" and the "COLLEGE" named above have set their respective hands and signed this agreement at Wardha in presence of attesting witness, signing as such on the day first above written

Signed by:-


(A.S. Waze)

Signature

Date

Mr. Arun Waze

Technical Director

ANIL COTTAGE INDUSTRIES

A/31, MIDC Wardha-442006

Anil Cottage Industries Wardha


Proprietor

In the presence of:-

Witness -

Signature -

Date -

Name -

Address -

Witness -

Signature -

Date -

Name -

Address -


Signature

Date 26.07.21

Dr. R. O. Ganjiwale

Principal

Institute of Pharmaceutical

Education and Research

Borgaon (Meghe), Wardha.

PRINCIPAL

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



Witness -

Signature - 

Date - 26/07/21

Name - Dr. S. A. Khan

Address - IPER, Wardha

Witness -

Signature - 

Date - 26/07/21

Name - G. D. Dahil

Address - IPER, Wardha.