

**MEMORANDUM OF  
UNDERSTANDING(MOU)**

**BETWEEN**

**INSTITUTE OF PHARMACY AND  
RESEARCH, BADNERA**

**&**

**GPAT DISCUSSION CENTER  
PVT LTD, BILASPUR (CG)**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the 20<sup>th</sup> day of August, Two Thousand Twenty Three (20/08/2023),

### BETWEEN

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

### AND

GPAT DISCUSSION CENTER PVT LTD BILASPUR (CG), **Second Party**, and represented herein by its Director, **Dr. Peeyush Jaiswal, Director, GPAT discussion center**, (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 Pharmacy and Research, Badnera**
- 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 Coaching of competitive examinations and Education.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) **GPAT DISCUSSION CENTER PVT. LTD., Director Dr. Peeyush Jaiswal**, the Second Party is engaged in imparting education in subjects involved in the syllabus of competitive examinations.
- F) 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 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 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 preparation for pharmaceutical competitive examination, 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.

**Responsibilities of party 1 and party 2 under this MoU**

- 2.1 This MoU is meant to develop the level of education of enrolled students of party 1 for Two year from the date of signing of this MoU.
- 2.2 The second party will provide free test series from the first Sunday after first Sunday from the date of signing of this MoU.
- 2.3 The second party will provide doubt session classes for the students from the date of signing of this MoU who has downloaded the app GDC classes in their mobile phones.
- 2.4 The second party will be free to take admissions of students of first party who would be interested for take any paid courses of party 2.
- 2.5 The first party will authorize a responsible person to check the service quality provided by the party2.
- 2.6 Both the party will work with mutual understanding for the improvement of results of the students in pharma competitive exams.
- 2.7 This MoU is not for financial benefit of party 2 but still there are too many courses in app at merely Re1 which can be subscribed by the students of party 1 which is not mandatory.
- 2.8 Party 2 will conduct seminars/webinars frequently if considered by party 1 which depends on availability of time & infrastructure.
- 2.9 All the student will get Free Prayaash Online Test series of worth Rs 999/- by Party2.
- 2.10 Party 2 will freely enroll all the students from 1st Semester to 8th semester in B-Pharm semester MCQ course for 1 year.



## CLAUSE 4 VALIDITY

- 3.1 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 GPAT DISCUSSION CENTER PVT LTD BILASPUR 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
- 3.2 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

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



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.

### AGREED BETWEEN:



Signed.....

**Prof. (Dr.) S. J. Dighade,**  
**Principal**  
**Institute of Pharmacy and**  
**Research, Anjangaon**  
**Bari Road, Badnera**

Witness signature

Name and Designation



Signed.....

**Dr. Peeyush Jaiswal,**  
**Director,**  
**GPAT discussion center Pvt**  
**Ltd., Bilaspur**

Witness signature

Name and Designation