

**MEMORANDUM OF  
UNDERSTANDING(MOU)**

**BETWEEN**

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

**&**

**SAIRATNA MEDICALS,  
SHOP NO. LG-2,  
RATHI TOWER, SAINAGAR,  
AMRAVATI (M.S)**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 20<sup>th</sup> day of April 2024 (20/04/24)

**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**

**Sairatna Medicals, Amravati the Second Party**, and represented herein by its Proprietor, **Mr. Akshay A. Dhote**, (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:  
**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) **Sairatna Medicals, Amravati**, the Second Party is engaged for Practical exposure of students in Pharmacy.
- F) Conduct Programs for promoting community Pharmacy-academic interactions

- G) Effectively share the facilities and expertise for improving the capabilities for advanced education and Research
- H) Joint guidance of student projects/thesis in related areas of national interest
- I) **Sairatna Medicals, Amravati**, the Second Party is promoted by **itself**;

**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 cooperation 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 scenario meaningfully.
- 2.3 **Practical Training:** Institute and Institution interaction will give an insight into the latest developments/requirements of the Pharmacy; the Second Party to permit the Students of the First Party for practical training in Pharmacy.
- 2.4 **Student Employment:** Student of first party will be encouraged to take advantage of opportunities that exist at second party for employment. Participation in programs that allow students to gain valuable experience and training as intern will be encouraged. However the second party will have obligations to hire students from first party.
- 2.5 **Conference/seminar:** Second Party will actively engage in organizing joint conferences and in collaboration with First party.
- 2.6 **Research Collaboration:** Both parties agree to explore opportunities for collaborative research projects, sharing resources, data, and expertise to contribute to advancements in pharmaceutical research and development. Students of First party will carry out part of their B.Pharm/M. Pharm Research work at First party and Second party depending on the nature of work as per rules of the respective institute depending on available facilities and requirements.
- 2.7 **Publications:** There will be no restrictions on the contents of thesis and on publication of results of the thesis, subject to conditions that no intellectual Property Rights can be secured for any part of the work which will be decided by mutual consent.
- 2.8 **Skill Development Programs:** Second Party to train the students of First Party on the ongoing and emerging technologies in the field of Pharmacy.
- 2.9 **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.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of

whatsoever nature required for offering the Programs on the terms specified herein

- 2.11 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 **Sairatna Medicals, Amravati, Amravati**, the Second Party, as the case may be, will take effective steps for the implementation of this MOU. Any act on the part of the **Training Partner or Sairatna Medicals, Amravati**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU. The validity for MOU will however be for 5 Years.
- 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 **Amravati**.

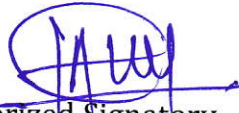
**AGREED:**

For Institute of Pharmacy and Research  
Anjangoan Bari Road,  
Badnera, Amravati

For Sairatna Medicals  
Shop No. LG-2  
Rathi Tower, Sainagar, Amravati.

  
Authorized Signatory  
**PRINCIPAL**  
Institute of Pharmacy & Research  
Badnera, Amravati



  
Authorized Signatory  
**Sairatna Medicals Sai Ratna Medicals & General**  
Rathi Tower, Sai Nagar Chowk,  
Amravati  
**M-7875380668**  
**Proprietor**

<b>Institute of Pharmacy and Research, Badnera- Amravati</b>	<b>Sairatna Medicals, Amravati, Amravati</b>
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Contact Details: 0721-2970405	Contact Details: 7875380668
E-mail: <a href="mailto:principaliopr@gmail.com">principaliopr@gmail.com</a>	E-mail:
Web: <a href="http://www.iopr.in">www.iopr.in</a>	Web:

Witness1:

Witness2: