# MEMORANDUM OF UNDERSTANDING(MOU)

# **BETWEEN**

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

&

GOVERNMENT COLLEGE OF PHARMACY KATHORA NAKA, AMRAVATI-444604

# MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 4th day of August 2024 (4/08/24)

RETWEEN.

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

Government College of Pharmacy, Kathora Naka, Amravati, the Second Party, and represented herein by its Director, Prof. (Dr.) N. N. Inamilar, Principal, (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 hereinalizer jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institutionnamed: Institute of Pharmacy and Research, Anjangaon Barl roadBadhera-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 enhancedopportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) Government College of Pharmacy, Amravati., the Second Party is engaged in Analytical training. Skill Development, Education, R&D and Formulation development at lab scale

- F) Government College of Pharmacy, Amravatithe Second Party is promoted by itself:
- Give related information, its branches, and dimensional information about the industry concerned with whomthe MoU issworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PAIRTIES HERETO AGREE AS FOLLOWS:

# CLAUSE I CO-OPERATION

- 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 opeanother.
- 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 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 andknowledge.
- 2.2 Curriculum Design: The First and Second Party will give valuable inputs in teaching / training methodology and suitably customize the curriculum so that the students fit into the scenario meaningfully.
- 2.3 Instrumental Training: Institute and Institute interaction will give an insight into the latest developments / requirements of the industries; Both the parties Faculty and Students to visit its Institute and also involve in training of various sophisticated instruments. Students will get hands on training on these instruments during Instrumental Training Programs for both the Party.—The instrumental training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Both the parties will make the technical/instrumental facilities available to the students/faculty with prior notice and permission.
- 2.4 Internships and Placement of Students: Both Party will actively engage to help the delivery of the Internship and placement of students into Internships/Jobs, as per AICTE Internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of Pharmaceutical Sciences.
- 2.6 Skill Development Programs: Both Party to train the students on the ongoing and emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 Guest Lectures: Both Party to extend the necessary support to deliver guest lectures to the students on the technology trends and in-house requirements.
- 2.8 Faculty Development Programs: Both Party to train the Faculties for Imparting Technical exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses

- of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial conunitment on the part of the Institute of Pharmacy and Research, Badnera, the First Party and Government college of Pharmacy, second Party to take up any program mentioned in the MoU.

### 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

- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Government College of Pharmacy, Amravati, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Government College of Pharmacy, 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'S 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 Courcs of Amrayati.

# ACREED:

For Institute of Pharmacy and Research Badnera, Amravati. For Government College of Pharmacy, Kathora Naka, Amrayati

Authorized Signatory

Institute of Pharmacy and Research, Badnera- Amravati	Government College of Pharmacy, Kathora Naka, Amravati
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(Kallow Witness): Md: N.S. Gallow