

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Shivnagar Vidya Prasarak Mandal's, College of Pharmacy, Malegaon (BK), Tal: Baramati, Dist: Pune- 413115

&

Anekant Education Society's,
Tuljaram Chaturchand College,
Center for Innovation and Applied Research,
Baramati, Pune- 413102





MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 17th February 2020,

BETWEEN

Shivnagar Vidya Prasarak Mandal's, College of Pharmacy, Malegaon (BK), Tal: Baramati, Dist: Pune- 413115, the First Party represented herein by its Mr. Vikrant Taware (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

Anekant Education Society's, Tuljaram Chaturchand College, Center for Innovation and Applied Research, Baramati, Pune- 413102, the Second Party, and represented herein by its Dr. C. V. Murumkar (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: Shivnagar Vidya Prasarak Mandals, College of Pharmacy, Malegaon (BK), Tal: Baramati, Dist: Pune-413115
- Second Party is a Higher Educational Institution named: Anekant Education Society's Tuljaram Chaturchand College, Center for Innovation and Applied Research, Tal: Baramati, Dist: Pune- 413102

Tal-Baramati, Dist-Pune Complete Comple

Page 1 of 6

- C) 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.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

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

CLAUSE 1 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 one another.

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.

3 A JULE Tal-Baramati, Dist-Pune

Page 2 of &

CLAUSE 2 SCOPE OF THE MOU

0000

3

3

)

3

•

D

Þ

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.

- **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 industrial scenario meaningfully.
- Training & Visits: Both Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its institute and also involve in Training Programs for the First Party. The 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. The Second Party will provide its Labs / Workshops for the hands-on training of the learners enrolled with the First Party.
- **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Pharmaceutical.
- **Skill Development Programs:** Both parties will train the students of each other on the emerging technologies in order to bridge the skill gap and make them industry ready.
- **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.
- Faculty Development Programs: First Party and Second Party will help each other for faculty development as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

Rage 3 of 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. There is no financial commitment on the part of both the parties to take up any program mentioned in the MoU. If there is any financial consideration, it will be deal separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels 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 Anekant Education Society's, Tuljaram Chaturchand College, Center for Innovation and Applied Research, Tal: Baramati, Dist: Pune- 413102, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Anekant Education Society's, Tuljaram Chaturchand College, Training Partner or Center for Innovation and Applied Research, Tal: Baramati, Dist: Pune- 413102, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.1 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

al-Baramati

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,

Page 4 of

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

Second 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 Baramati.

AGREED:

For

)

O

U

J

J

J

J

3

3

3

3

3

3

3

3

3

SVPM, College of Pharmacy Malegaon (BK), Baramati For

Anekant Education Society's,
Tuljaram Chaturchand. College,
Center for Innovation and Applied Research,
Baramati

Authorized Signatory

PRINCIPAL

College of Pharmacy Malegaon Bk.(413115) Tal.Baramati,Dist-Pune Authorized Signatory Principal

Tuljaram Chaturchand College

Baramati



Tal-Baramasi, Dist. Duranting Company of the Advanced to the A

Page 50f6

SVPM, College of Pharmacy,	Anekant Education Society, T. C. College, Center for Innovation and Applied Research,
Malegaon (BK), Baramati- 413115	Baramati - 413102
02112-254447	02112- 221205
svpm.education@gmail.com	secretary@anekantbaramati.org
www.pharmacy.svpm.org.in	www.anekantbaramati.org

Witness1:

Shivnagar Vidya Prasarak Mandal Malegaon (BK.) Tal- Baramati Dist-Pune

Witness2: Gagtap

Dr. A-S. Jagtap

Witness3: Shahs.s.s.

Witness4: Yolmulary

Dr. Y. R. Mulay

Co-ordinator

MOU

Page 60f6