



Memorandum of Understanding (MoU)

1] Introduction:

This agreement is made on this Tenth day of April Two Thousand and Nineteen between Oriental College Of Pharmacy having address at Sector - 2, Near Sanpada Railway station, Sanpada (West), Navi Mumbai – 400 705, hereinafter referred and called as "First Party" and represented herein by Dr. (Mrs.) Sudha Rathod,

AND

Raptim Research Ltd (Contract Research Organization), having address at A-242, TTC Industrial area, near Mahape Depot, Mapahe MIDC, Navi Mumbai – 400701, hereinafter referred and called as "Second Party" and represented herein by Dr. Milind Bagul, and is engaged in providing research facilities' and research assistance in Pharmacy and to conduct Drug effect on Ex-Vivo Diffusion Studies..

16 AFR 2019 जोडपत्र-१ / Annexure - II 11808 १. मुहांक विक्री नोंदवही अनु. क्रमांक / दिनांक Alor २, दस्ताचा प्रकार होय / नाही 3, दस्त नोंदणी करणार आहेत का ? 'मळकतीचे थोडक्यात वर्णन pharmace Orientel college of द्रांत विकत घेणाऱ्याचे नाव व सही Sanpoda ं असल्यास त्यांचे नाव, पता व सही Amin इन्या पक्षकाराचे नाव ON . मुद्रांत शुल्क रक्कम प्रवानाधारक मुद्रांक विक्रेत्थाची सही व परदाना ज्ञांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता आर. बिरादार सी. रोटिया ई, ६/१:१, सेक्टर-१, वाशी, नदी मुंबई परवाना क. १२०१०२४ ज्या जरणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यात वादरणे वंधनकारक आहे.

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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 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of – Drug effect on in vitro Pre clinical Analysis on Rat ileum.

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 Raptim Research Ltd(Contract Research Organization) the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Raptim Research Ltd (Contract Research Organization) the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 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 shail 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: Oriental College of Pharmacy Second Party:
Raptim Research Ltd (Contract
Research Organization)

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 Mumbai.

AGREED:

For Oriental College of Pharmacy

For Raptim Research Ltd (Contract Research Organization)

Dr.(Mrs.) Vanita Kanase

Dept.Pharmacology Principal Investigator

Mrs. Pushplata Chougule

Dept. Pharmacology Co-Investigator

Dr.Mrs.Sudha Rathod

Principal

Authorized Signatory

Dr. Prafull Kumar Majhi

Co-investigator

Dr.Milind Bagul

Head of Bioanalytcal Lab

Authorized Signatory

Oriental College of Pharmacy	Raptim Research Ltd(Contract Research Organization)
Sector - 2, Near Sanpada Railway station, Sanpada (West),	A-242, TTC Indutrial area, near Mahape Depot, Mapahe MIDC,
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Witness 1: Dr. Diptee Edwarkar. Diple Resptim Research (td.

Witness 3: Dr Amjad Ali Marian Associate professor Head Dept. of Quality 1785 usonce & pharmaceutical chemistry.

Witness 2: (nanesh R. Shinde Raphim Research Ltd

Witness 4:
DR. Vandana Jair.
Asso. prof.
Dept & Pharmacognosy