

28.05.2024 till terminated

MEMORANDUM OF UNDERSTANDING

(“MOU”)

BETWEEN

ORIENTAL EDUCATION SOCIETY'S

ORIENTAL COLLEGE OF PHARMACY, SANPADA,

NAVI-MUMBAI

(AFFILIATED TO MUMBAI UNIVERSITY, MUMBAI –MS., INDIA)

AND

SHRI. D. D. VISPUTE COLLEGE OF PHARMACY AND RESEARCH

CENTER, NEW PANVEL, MAHARASHTRA

(AFFILIATED TO UNIVERSITY OF MUMBAI, MUMBAI –MS., INDIA)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU" for brevity) is entered into on this, the 28th day of May, Two Thousand Twenty-Four (28.05.2024) of the Gregorian Calendar.

BETWEEN

Oriental Education Society's Oriental College of Pharmacy, Sanpada, Navi Mumbai, Maharashtra, hereinafter referred to as "**First Party**", an Institution established by law, wherein any expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns.

AND

Shri. D. D. Vispute College of Pharmacy and Research Center, New Panvel, Maharashtra hereinafter referred as "**Second Party**", an Institution established by law, wherein any expression, unless excluded by or repugnant to the subject or context shall include the successors – in – office, administrators and assigns.

(First Party and Second Party are hereinafter jointly referred to as "**Parties**" and individually as "**Party**")

WHEREAS

THE FOLLOWING CLAUSES HAVE BEEN AGREED UPON:

- | | |
|-----------------|---|
| <i>Clause 1</i> | <i>Background & Intention of Parties to Align</i> |
| <i>Clause 2</i> | <i>Scope Of the MOU</i> |
| <i>Clause 3</i> | <i>Intellectual Property</i> |
| <i>Clause 4</i> | <i>Validity</i> |
| <i>Clause 5</i> | <i>Relationship Between the Parties</i> |



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WHEREAS

THESE CLAUSES HAVE BEEN ELABORATED AS HEREIN BELOW:

CLAUSE 1 – BACKGROUND & INTENTION OF PARTIES TO ALIGN

A. First Party is a Higher Educational Institution, namely:

Oriental Education Society's Oriental College of Pharmacy, Sanpada, Navi Mumbai, Maharashtra

Oriental College of Pharmacy, Sanpada, Navi Mumbai, is a fast-progressing Institute established in 2004 at Sanpada, Navi-Mumbai (MS) India. The Institute runs Bachelors in Pharmacy (B. Pharm), Masters in Pharmacy (M. Pharm) courses namely Pharmaceutics, Quality Assurance (QA) and Pharmacology and Doctorate (Ph.D. Tech.) programme in Pharmaceutics, affiliated to University of Mumbai, a State University established in India.

Oriental College of Pharmacy is armed with unparalleled library and state-of-the-art laboratory facilities. The Institution Library has exhaustive literature on Pharmaceutical Sciences & allied subjects with National & International Journals & Internet-based Literature (e-journals). OCP has achieved the status of being one of the leading Pharmacy colleges of Mumbai within a short span of 19 years. The Institution has consistently secured high ranking academic positions in the University merit list in the B. Pharm & M. Pharm examinations since its inception.

B. Second party is a Higher Educational Institution, namely:

Shri. D. D. Vispute College of Pharmacy and Research Center, New Panvel, Maharashtra

In August 1990, Adarsh Education Institute was established in Dhule District with the inspiration and guidance of late Bapusaheb Shri D.D. Vispute Sir, and the primary moto of providing education to students of Rural area and economically backward students.

The trust has spread his wings and started to grow in New Panvel with Adarsh Shikshan Prasarak Mandal and Rishikesh Shikshan Prasarak Mandal in 1997. There are around 51 institutes run by this trust in various locations viz Panvel, Ratnagiri, Dhule, Nashik, Aurangabad, Buldhana and Pune of various disciplines like B Pharmacy, M Pharmacy, B. Ed, D. Ed, M. Ed, B.SC (Biotech/Computer/IT/Aviation), BMS, BAF, Primary, Secondary School & Junior College, School, Drawing Junior college, College of Architecture, College of Agriculture, School of Nursing, Diploma in Engineering.

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 the domain of Skill Based Training, Education and Research.

E. Both Parties, being legal entities in themselves, desire to sign this MOU for advancing their mutual interests through their legal representatives undersigned herein below.



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

CLAUSE 2 – SCOPE OF THE MOU

2.1 Overview: The budding graduates from the institutions can be benefitted by this Institute collaboration in terms of Research, Guest Lectures, Seminars, Conferences, Workshops and NAAC Accreditation. Both believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 Joint Research Activities: The Parties agree to define and manage questions related to Intellectual Property such as ownership of industrial rights, patents, certificate of innovation, registry of models, and copyright of written materials, that may result from cooperative research, through the corresponding Specific Agreement.

Research activities will be conducted after prior discussion, intimation and on the basis of availability of the facility. Cost of the activity or research will be decided after prior consultation and mutually agreed basis.

2.3 Curriculum Design: Both Parties will give valuable inputs to each other in teaching and research methodology and suitably customize the same so that the students fit into the industrial scenario meaningfully.

2.4 Co-operative Design of Courses, Conferences, Symposia or Academic Programmes: Both parties to extend the necessary support to deliver guest lectures to the students on the technology trends and in house requirements. Either party is not bound to be part of any specific guest lecture if invited to such as under this understanding, and may proceed as per its discretion.

2.5 Faculty Development Programs: Both parties can organize the collaborative Faculty development program as per the academic requirement considering the updating of faculty knowledge.

2.6 Internal Approvals: Both parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein.



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Dr. V.



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, copyrights and designs) of other party.

CLAUSE 4 – VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms. Any act on the part of Shri. D. D. Vispute College of Pharmacy and Research Center, New Panvel, 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 a 30 calendar days' notice in writing sent through, or under the directions of the undersigned. In the event of Termination, both parties shall have to discharge their pending obligations as per their best efforts, so as to cause least legal damage to the other party, as per best industry practices.

CLAUSE 5 – RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that the **First Party and Second Party** are acting under this MOU as Independent Contractors acting on an *ad hoc basis*, and the relationship established under this MOU shall *not be construed as 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 other Party.

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved solely through the amicable dispute resolution process of Arbitration between the parties as per the Arbitration and Conciliation Act, 2015. The place of the arbitration, if proceeded forward, shall be decided mutually on confirmation by both parties. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Navi Mumbai.



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UNCONDITIONALLY AGREED ON THIS 28TH DAY OF MAY, 2024:

FOR:

**ORIENTAL EDUCATION SOCIETY'S
ORIENTAL COLLEGE OF
PHARMACY, NAVI-MUMBAI**



Sudha Rathod

PRINCIPAL

ORIENTAL COLLEGE OF PHARMACY

Authorized Signatory

Dr. (Mrs.) Sudha Rathod

Principal

**ORIENTAL EDUCATION
SOCIETY'S
ORIENTAL COLLEGE OF
PHARMACY, NAVI-MUMBAI,
SECTOR-2, PLOT NO. 3,4,5,
SANPADA, NAVI MUMBAI,
MAHARASHTRA-400705, INDIA**

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College seal:

Pradnya Palekar-Shanbhag

Witness 1:

Dr. Mrs. Pradnya Palekar-Shanbhag
Professor & HOD, Pharmaceutics
hod,pharmaceutics@ocp.edu.in

FOR:

**SHRI. D. D. VISPUTE
COLLEGE OF PHARMACY
AND RESEARCH CENTER,
NEW PANVEL,
MAHARASHTRA**

Ashish Jain

Principal

D. D. Vispute College Of Pharmacy
& Research Centre
Gat No. 104, Devad - Vichumbe,
Authorized Signatory - 410 206.

Dr. Ashish Jain

Principal

**SHRI. D. D. VISPUTE COLLEGE
OF PHARMACY AND
RESEARCH CENTER, NEW
PANVEL, MAHARASHTRA**

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College seal:

Bhushan Rane

Witness 2:

Dr. Bhushan Rane
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rane7dec@gmail.com