## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

ORIENTAL EDUCATION SOCIETY'S ORIENTAL COLLEGE OF PHARMACY San pada, Navi Mumbai

&

LIFESENZ CANCER RESEARCH LABS. PVT. LTD., Mulund West, Mumbai 400080.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D
SERVICES AND RELATED SERVICES

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this DAY OF The MAY – TWO THOUSAND AND TWENTY-FOUR (2024), by and between

Oriental Education Society's Oriental College of Pharmacy, Plot No. 3,4,5, Sector 2, San pada (W), Behind San pada Railway Station, San pada, Navi-Mumbai – 400705, THE FIRST PARTY represented herein by its Dr. (Mrs.) Sudha Rathod, Principal, Oriental College of Pharmacy (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or contextshall include its successors – in-office, administrators and assigns).

### AND

LIFESENZ CANCER RESEARCH LABS. PVT. LTD., 502, Ecstasy Business Park, JSD Road, Mulund West, Mumbai 400080., THE SECOND PARTY, and represented herein by its CEO and Director, Arindam Banerjee, PhD, LIFESENZ CANCER RESEARCH LABS. PVT. LTD. (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') as

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) Oriental College of Pharmacy
- 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 interests.

Shalland

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- E) LIFESENZ CANCER RESEARCH LABS. PVT. LTD., the Second Party is engaged in science and technology-based biomedical organizations.
- LIFESENZ CANCER RESEARCH LABS. PVT. LTD., MULUND (W),
   MUMBAI -400080—, the Second Party is promoted by Arindam Banerjee,
   PhD; & is a science and technology-based biomedical organization.
- G) LifeSenz Cancer Research Labs Pvt Ltd is a science and technology-based biomedical organization, where they aim to improve patient's lives by guiding precise cancer therapy at a one-to-one level. They are also bridging the gap between academia and industry in the bio-pharma sector by offering top-notch R&D training to scientists, undergraduate, graduate, and doctoral students, and potential job seekers in the same field, and, on the other hand, working with industry and academic partners on translational cancer research-related projects that directly benefit patients' quality of life.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO 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 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 needsof 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.

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# 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 industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insightin to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial 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 / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of - - NAME OF INDUSTRY SPECIALIZATIONS, ACTIVITIES AND SERVICES - - API MANUFACTURING, PHARMACEUTICAL FORMULATIONS AND NDDS, Translational drug discovery and development, in vitro pharmacology, functional candidate screening and characterization.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 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.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and

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- licenses of whatsoever nature required for offering the Programmes on the
- There is no financial commitment on the part of the Oriental College of 2.9 Pharmacy, the First Party to take up any programme 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

- This Agreement will be valid until it is expressly terminated by either Party 4.1 on mutually agreed terms, during which period LIFESENZ CANCER RESEARCH LABS. PVT. LTD., 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 LIFESENZ CANCER RESEARCH LABS. PVT. LTD., the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- Both Parties may terminate this MOU upon 30 calendar days' notice in 4.2 writing. In the event of Termination, both parties have to discharge their obligations.

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that Oriental College of Pharmacy and LIFESENZ CANCER RESEARCH LABS. PVT. LTD., 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

For Lifesenz Cancer Research Labs PVI. LIC. S. Rathad

the other Party, to pledge the other Party'scredit, 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 Thane.

### AGREED:

For

Oriental College of Pharmacy

Dr. (Mrs.) Sudha Rathod Principal,

Oriental College of Pharmacy

**Authorized Signatory** 

For

LIFESENZ CANCER RESEARCH LABS. RVT. LTD.

Arindam Banerjee, CEO and Director,

LIFESENZ CANCER RESEARCH

LABS. PVT. LTD.

Research Labs Pvt. Ltd. For Life Benefit and Signatory

Director

Name of Institution: Oriental College of Pharmacy	Name of Industry: LIFESENZ CANCER RESEARCH LABS. PVT. LTD.
nada (W) Behind San pada Railway	Address: LIFESENZ CANCER RESEARCH LABS. PVT. LTD., 502, Ecstasy Business Park, JSD Road, Mulund West, Mumbai 400080.
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E-mails: principal@ocp.edu.in	E-mails: arindam.banerjee@lifesenz.co.in
Web: www.ocp.edu.in	Web: www.lifesenz.co.in

Assistant Professor, Oriental College of Pharmacy Witness 2:

Dr Rajasekaran R

Lifesenz Cancer Research Labs. Pvt. Ltd.