

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

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

&

M5 VENTURES

**GALA NO. 6 & 7, DELTA INDUSTRIAL
ESTATE, BHOIDAPADA, VASAI - EAST,
PALGHAR - 401208**

FOR

**SKILL DEVELOPMENT, OUTCOME-BASED TRAINING,
PLACEMENT, R&D RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called the 'MOU') is entered into on this the 6TH DAY OF – May – Two Thousand and Twenty-Three (2023), by and between

Oriental Education Society's Oriental College of Pharmacy, Plot No. 3,4,5, Sector 2, Sanpada (W), Behind Sanpada Railway Station, Sanpada, Navi-Mumbai – 400705, THE FIRST PARTY represented herein by its **Dr. (Mrs.) Sudha Rathod, Principal, Oriental College of Pharmacy** (hereinafter referred to 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

M5 Ventures, Gala No. 6 & 7, Delta Industrial Estate, Bhoidapada, Vasai - East, Palghar – 401208, THE SECOND PARTY, and represented herein by its Proprietor, **Mr. Khan Saeed** (hereinafter referred to as "**Second Party**", a 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:
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 intend to cooperate and focus their efforts on cooperation within the 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.
- E) **M5 Ventures**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education, and R&D Services.
- F) **M5 Ventures**, the Second Party is promoted by **Mr. Khan Saeed**; & is a Trading Organization Established in the year 2019, based at Vasai, with an annual Turnover of 30+ Cr per annum. M5 Ventures have direct & indirect employment of more than 70. It is an Authorised & Sole Channel Partner for below mentioned Organization for the Part Palghar Region:-

1. Reckitt (Dettol)
2. Mars International India Pvt. Ltd. (Pedigree)
3. Marico India Ltd (Parachute, Saffola)
4. Bajaj Cosumer India Pvt Ltd.
5. Midascare Pharmaceuticals (Relispray)
6. Hamilton Lifesciences (Denver Deo)
7. MCNroe (Wildstone)
8. Amrutanjan Healthcare India Ltd.
9. Universal Coporation (Duracell)
10. Argus Cosmetics
11. Sri Sri



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED IN THIS MOU, THE PARTIES HERETO 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 cooperation 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 cooperation 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 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 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 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 group companies and also be involved 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 careers. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.




M5 VENTURES
GALA NO. 7, DETLA INDUSTRIAL ESTATE,
BHOIDAPADA, VASAI, (EAST),
DIST, PALGHAR - 401 208



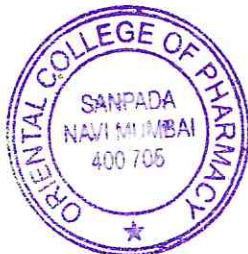
- 2.4 **Research and Development:** Both Parties have agreed to carry out joint research activities in the fields of - - **NAME OF INDUSTRY SPECIALIZATIONS, ACTIVITIES, AND SERVICES** - - **API MANUFACTURING, PHARMACEUTICAL FORMULATIONS.**
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on emerging technologies to bridge the skill gap and make them industry-ready.
- 2.6 **Guest Lectures:** The 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 the concerned sector, if available.
- 2.8 Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.9 There is no financial commitment on the part of the **Oriental College of Pharmacy**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt with 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, copyrights, 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 **M5 Ventures**, 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 **M5 Ventures**, the Second Party after the 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.



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M5 VENTURES
GALA NO. 7, DETLA INDL. ESTATE,

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Oriental College of Pharmacy** and **M5 Ventures** 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.

First Party

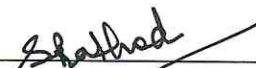
Second Party

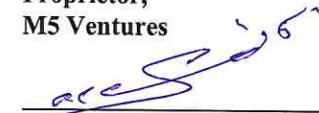
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at the District Head Quarters of the First Party. This undertaking is to be construed under 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


For
M5 Ventures,
Khan Saeed,
Proprietor,
M5 Ventures



Authorized Signatory


Authorized Signatory

Name of Institution: Oriental College of Pharmacy	Name of Industry: M5 Ventures
Address: Plot No. 3,4,5, Sector 2, Sanpada (W), Behind Sanpada Railway Station, Sanpada, Navi-Mumbai – 400705	Address: Gala No. 6 & 7, Delta Industrial Estate, Bhoidapada, Vasai - East, Palghar - 401208
Contact Details: 022-27758715	Contact Details: +91 9324740492
E-mails: principal@ocp.edu.in	E-mails: saeedkhan_78692@yahoo.co.in
Web: www.ocp.edu.in	Web:

Witness 1: 
Dr. Amjad Ali,
Professor,
Oriental College of Pharmacy-Navi-Mumbai

Witness 1: 

Witness 2: 
Ms. Alveera Ansari
Assistant Professor,
Oriental College of Pharmacy-Navi-Mumbai

Witness 2: 