

Vision : ▶ To be a leader in Pharmacy Education, Pharmacy Training and Research in Pharmaceutical Sciences
Mission: ▶ To educate and train students in the knowledge and practice of pharmaceutical sciences ▶ To contribute to improvement of health of the society through education programs ▶ To contribute to improvement of health of the society through research programs

Memorandum of Understanding (MoU)

Between

The IPA-MSB's BOMBAY COLLEGE OF PHARMACY, KALINA, SANTACRUZ (E),
MUMBAI

And

ORIENTAL COLLEGE OF PHARMACY, Sanpada (W), Navi Mumbai

For facilitation of

Teaching and Research at Undergraduate & Postgraduate Program Levels



This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 18th day of the month of March in the year 2023 by and between **The IPA-MSB's BOMBAY COLLEGE OF PHARMACY-Autonomous, KALINA, SANTACRUZ (E), MUMBAI 400098**, on the ONE PART (who for the purpose of this MoU is hereinafter referred to as The IPA-MSB's BCP) and the **ORIENTAL COLLEGE OF PHARMACY, Plot No. 3, 4, 5, Sector 2, Behind Sanpada Railway Station, Sanpada (W), Navi Mumbai - 400 705** on the OTHER PART (who for the purpose of this MoU is hereinafter referred to as OCP).

The two colleges have deliberated on areas of common interest and allied activities and are desirous of entering into a collaboration involving student-teacher exchange programs, training of students and faculty, sharing of infrastructure facilities, and jointly engaging in undergraduate and postgraduate research activities in cutting edge areas in pharmacy.

Whereas The IPA-MSB's BCP is a reputed college that has achieved excellence and is recognized nationally and internationally for teaching and research in the major disciplines of pharmacy over the past 65 years and OCP was founded in 2004 under the aegis of Oriental Education Society and offers undergraduate and postgraduate courses in Pharmacy and Ph.D. course in Pharmaceutics and both need to evolve into a institutions of repute and excellence, now

- Recognize the importance of a collaboration to leverage the potential and resources of both institutions in teaching and research,
- Appreciate the need for creation of a large reservoir of highly qualified manpower in all fields related to Pharmacy that will benefit society at large.

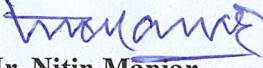
- ▶ Approved by AICTE, PCI, UGC, DTE, Permanent affiliation to University of Mumbai and Recognized by DSIR as SIRO (Govt. of India)
- ▶ Accredited by National Board of Accreditation for UG Program for the Academic Year 2017-18 to 2021-22 i.e. up to 30.06.2022
- ▶ National Institutional Ranking Framework India Ranking 6th in 2016, 15th in 2017, 8th in 2018, 24th in 2019, 24th in 2020
- ▶ Best Industry Linked Pharmacy Institution (Established Degree) 1st in 2013 & 2014, Mentor in 2015 & 2nd in 2019 and Platinum Ranking Highest score band (above 30) all over India
- ▶ FICCI 6th higher education excellence award special Jury Mention of Excellence in Enabling Research Environment

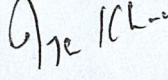
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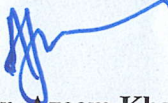
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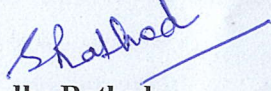
- Desire to club their efforts by pooling their expertise and resources,
- Help each other for industrial visits by using respective industries good offices with various industries and associations.
- Intend to form a nucleus for building and nurturing quality manpower in the fields of pharmacy with special emphasis on teaching and research.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable trust, the receipt and sufficiency of which both The IPA-MSB's BCP and OCP hereby agree to sign a memorandum of understanding (MOU) on this 18th day of the month of March in the year 2023.


Mr. Nitin Maniar
Chairman Governing Body BCP


Dr. Krishna Iyer
Principal BCP


Dr. Azeem Khan
Treasurer OCP




Dr. Sudha Rathod
Principal OCP

(Signatures on behalf of BCP)

(Signatures on behalf of OCP)



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▶ Member of  ▶ We are available on: 

Article 1. Scope

This MOU details the modalities and general conditions regarding collaboration between The IPA-MSB's BCP and OCP for enhancing, within this country, the availability of highly qualified manpower (teachers and students) in the areas of Pharmacy without any prejudice to prevailing rules and regulations in The IPA-MSB's BCP and OCP and without any disregard to any mechanism evolved and approved by the competent authorities under Government of India in so far as such mechanism applies to The IPA-MSB's BCP and OCP. The areas of cooperation can be changed through mutual consent.

Article 2: Scope and terms of interactions

Both The IPA-MSB's BCP and OCP shall encourage interaction between the faculty members, students, research fellows of both colleges through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institutes, for limited periods as mutually agreed upon.
- b) Organization of national and international conferences, seminars, and workshops jointly at each other's premises.
- c) Practical training of students/faculty of both colleges at each other's institutions.
- d) Joint mentoring and guidance of student projects/thesis in the disciplines of pharmacy and other areas of mutual interest on mutually agreeable terms. M. Pharm and Ph.D. students of OCP may be allotted a research supervisor (Co-guide) from The IPA-MSB's BCP and vice-versa, as per the rules and regulations of the University of Mumbai. The research work may be executed wholly or partly in each other's institution. The research work carried out jointly by the two colleges may be presented in conferences/seminars/symposia etc and published as articles or research papers in books or journals, with students and teachers at both colleges being listed as joint authors and co-authors of the works. The order of listing of authors in publications and as applicants and inventors in the patent will be done with mutual consent and agreement of the two colleges and their managements. Research supervisors from both colleges will be corresponding authors in any publication resulting from the collaborative work. Neither supervisor will publish/present the work carried out under this MoU without knowledge of the other.
- e) However, if the research work has the potential to be secured as an Intellectual Property Right, then such works may be held from presentation or publication until a patent may be secured with mutual consent of the inventors. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the two colleges will be decided on case-to-case basis after mutual consultation.
- f) Both The IPA-MSB's BCP and OCP will be free to independently carry out follow-up research work on projects that have being carried out jointly and published as articles, dissertation, thesis, or research papers.

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- g) If the outcome of a project related to product development, process technology and design etc. involves matters of secrecy and security of the State and the Country, the same will not be allowed to be published/printed in any form such as print/electronic/verbal, etc.
- h) Both colleges may avail each other's library facilities, laboratories, workshops, internet resources and computational facilities.
- i) In any of the activities mentioned above, where financial aspects are involved, the amount, payment conditions, etc. would be spelt out clearly on a case-to-case basis before embarking on the activity.

Article 3: Sharing of facilities

- a) The IPA-MSB's BCP and OCP shall make provisions to share their respective important R&D facilities to promote academic and research interaction in the areas of cooperation.
- b) The IPA-MSB's BCP and OCP shall permit the sharing of software and other material and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on the respective Heads of the colleges.
- c) The IPA-MSB's BCP and OCP shall provide access to library facilities to members of faculty, students and research fellows as per the prevailing rules and norms in the respective colleges.

Article 4: Co-ordination of the programme including financial arrangements

- a) The collaborative programme between The IPA-MSB's BCP and OCP shall be coordinated by a Coordination Committee appointed by the Principals/Management of The IPA-MSB's BCP and OCP.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from the Principals/Management of both colleges.

Article 5: Effective date and duration of MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date and the option of renewal may be arrived at by mutual agreement.
- c) During its tenancy, the MOU may be terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under this MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of The IPA-MSB's BCP and OCP.

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Article 6: IPR

- a) Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

Article 7: Confidentiality

During the tenure of this MOU both The IPA-MSB's BCP and OCP will maintain strict confidentiality and prevent disclosure of all information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU. Both The IPA-MSB's BCP and OCP shall bind their respective personnel

who come into possession or knowledge of any confidential information to not disclose the same to third parties without written approval of The IPA-MSB's BCP and OCP or use such confidential information for any use other than that intended under this agreement. Further, both The IPA-MSB's BCP and OCP shall put in place adequate and reasonable measures to keep and store confidential information security so as to prevent any unauthorized use.

Confidential Information shall mean any proprietary information, data or facts belonging to parties collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

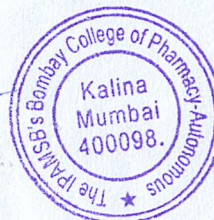
- a) is or becomes publicly available through no fault of the receiving party,
- b) is already in the rightful possession of the receiving party prior to its receipt of such data or information,
- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party,
- d) is rightfully obtained by the receiving party from a third party or is in the public domain,
- e) is disclosed with the written consent of the party whose information it is, or,
- f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

Article 8: Amendments

Any amendment and/or addenda to the Agreement shall be made in writing and signed by the Principals/Management of the two colleges hereto and shall only after such execution be deemed to form part of the Agreement and will have the effect of modifying the Agreement to the extent required by such amendment or addenda.

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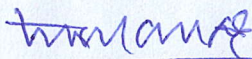
Article 9: Resolution of disputes

- a) This agreement shall take effect and be construed to be in accordance with the Laws of India and be subject to the jurisdiction of the courts at Mumbai.
- b) Any dispute or difference whatsoever arising between the two colleges in relation to or in connection with this Agreement, shall first be attempted to be resolved amicably between the institutions, failing which, the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Mumbai and Language of arbitration shall be English.

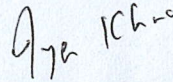
Article 10: Miscellaneous

- a) The headings and sub-headings in this Agreement have been inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both The IPA-MSB's BCP and OCP shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other college without the prior consent in writing of that other college.
- c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

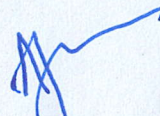
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



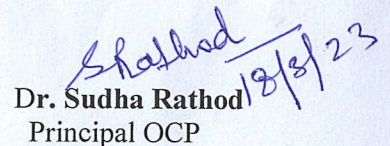
Mr. Nitin Maniar
Chairman Governing Body BCP



Dr. Krishna Iyer
I/c Principal BCP



Dr. Azeem Khan
Treasurer OCP



18/3/23

Dr. Sudha Rathod
Principal OCP

Date: 18th Mar 2023



Signature with Seal

Date: 18th Mar 2023



Signature with Seal