

**MEMORANDUM OF UNDERSTANDING**

**(“MOU”)**

**BETWEEN**

**ORIENTAL EDUCATION SOCIETY'S**

**ORIENTAL COLLEGE OF PHARMACY, SANPADA,**

**NAVI-MUMBAI**

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

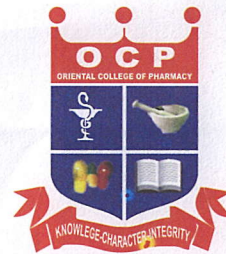
**AND**

**BHARATI VIDYAPEETH'S COLLEGE OF PHARMACY**

**CBD BELAPUR, NAVI MUMBAI**

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





**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter referred to as the “**MOU**” for brevity) is entered into on this, the **18<sup>th</sup> day of September, Two Thousand Twenty-Three (18.09.2023)** 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**

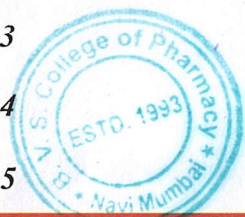
**Bharati Vidyapeeth’s College of Pharmacy, Sector 8, CBD, Navi Mumbai, Maharashtra 400614**, hereinafter referred as “**Second Party**”, an Institution established by law, wherein any expression, unless excluded by or repugnant to the subject or context shall include the successors – in – office, administrators 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 &amp; 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>               |





**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 Bachelor's in Pharmacy (B. Pharm), Master's in Pharmacy (M. Pharm) courses namely Pharmaceutics, Quality Assurance(QA) and Pharmacology and Doctorate (Ph.D. tech) programme in Pharmaceutics, affiliated to the 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:

**Bharati Vidyapeeth's College of Pharmacy, Sector 8, CBD, Navi Mumbai, Maharashtra –**

Bharati Vidyapeeth's College of Pharmacy, established in 1993 at CBD Belapur, Navi Mumbai, situated in the Thane-Belapur belt which is an important area of Navi Mumbai, inspired by Hon. Dr. Patangrao Kadam's commitment to bring about "Social Transformation Through Dynamic Education", conducts B. Pharmacy, M. Pharmacy in four specializations namely Pharmaceutics, Quality Assurance, Medicinal Chemistry and Pharmacology and Doctorate (Ph.D. tech) programme in Pharmaceutics and Medicinal Chemistry specialization. These courses are affiliated to the University of Mumbai.

Bharati Vidyapeeth's College of Pharmacy has made its mark in the Mumbai Metropolitan Region and has developed a state-of-the-art infrastructure and well-equipped research labs.

There is a centralized computer facility with a number of Computers, advanced software programmes and an internet facility. The college library has exhaustive literature on Pharmaceutical Sciences & allied subjects with more than 14,000 Books, 28 National & International Journals & more than 100 internet-based literature (e journals). Bharati Vidyapeeth's College of Pharmacy has come to the forefront as one of the leading





Pharmacy colleges of Mumbai within a short span of 25 years. It has provided several competent and well – trained pharmacy professionals to the first growing pharmaceutical industry. It is permanently affiliated to University of Mumbai, a State University established in India and has been accredited by the National Board of Accreditation (NBA), New Delhi being ranked 42<sup>nd</sup> in India by NIRF 2018.

It is included under Section 2 (f) and 12 (b) of the UGC Act. The college has 22 teaching faculties of which 13 are doctorates and 4 have registered for Ph.D. Research Projects are funded by AICTE, BRNS, LTMT, Mumbai University, DBT and other reputed funding agencies. The College is listed among TOP 75 Pharmacy Colleges in India (ref: Survey published in Career 360). The College has more than 500 National and International Publications. The College has consistently secured top positions in the University merit list in the B. Pharm & M. Pharm examinations since its inception.

- 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.

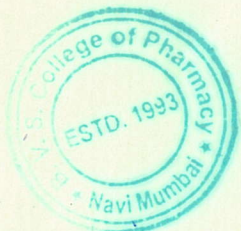




**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THE MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**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.
- 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 Cooperative 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.
- 2.7** There is no financial commitment, WHATSOEVER, on the part of the First Party **Oriental College of Pharmacy, Sanpada, Navi Mumbai, Maharashtra** to take up any program mentioned in this MOU.





### 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 **Bharati Vidyapeeth's College of Pharmacy, Sector 8, CBD, Navi Mumbai, Maharashtra**, 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.

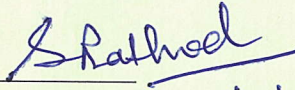




**UNCONDITIONALLY AGREED ON THIS 18<sup>TH</sup> DAY OF SEPTEMBER, 2023:**

FOR:

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

  
18/9/23

Authorized Signatory

Dr. (Mrs.) Sudha Rathod

Principal

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

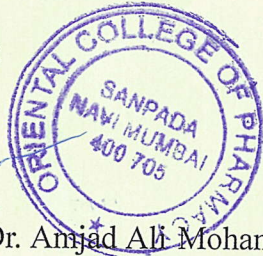
Sector-2, Plot No. 3,4,5, Sanpada, Navi  
Mumbai, Maharashtra-400705, India

Contact details: 02227758715/02227752213

Email ID: [admin@ocp.edu.in](mailto:admin@ocp.edu.in)

Website: [www.ocp.edu.in](http://www.ocp.edu.in)

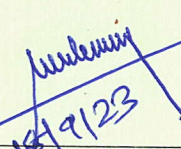
College seal:



Witness 1: Dr. Anjad Ali Mohammad Iqbal  
Associate Professor & HOD, Pharmaceutical  
chemistry

FOR:

**BHARATI VIDYAPEETH'S  
COLLEGE OF PHARMACY,  
CBD BELAPUR, NAVI  
MUMBAI**

  
18/9/23

Authorized Signatory

Dr. Vilasrao J. Kadam

Principal

**BHARATI VIDYAPEETH'S  
COLLEGE OF PHARMACY, NAVI  
MUMBAI**

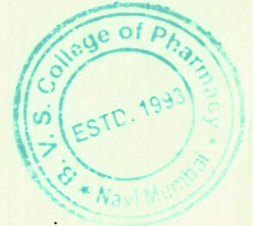
Sector-8, CBD Belapur, Navi Mumbai,  
Maharashtra – 400614, India

Contact details: 0227571122/ 0227572131

Email ID: [bharaticop@rediffmail.com](mailto:bharaticop@rediffmail.com)

Website: <http://bv cop.in>

College seal



Witness 2: Mrs. Swati R. Dhande  
Assistant professor & HOD Pharmacology