



महाराष्ट्र MAHARASHTRA

2019

UV 638778



Memorandum of Understanding (MoU)

1] Introduction:

This agreement is made on this Eleventh day of February Two Thousand and Nineteen between Oriental College Of Pharmacy having address at Sector - 2, Near Sanpada Railway station, Sanpada (West), Navi Mumbai – 400 705, hereinafter referred and called as "First Party" and represented herein by Dr. (Mrs.) Sudha Rathod ,

AND

M/s. Padmaja Aerobiologicals (P) Ltd., having address at 'Nandan' Plot No - 36, Sector - 24, Near Bank of India, Turbhe, Navi Mumbai – 400705, hereinafter referred and called as "Second Party" and represented herein by Dr. (Mrs.) Arundhati Joshi , and is engaged in providing research facilities' and research assistance in Pharmacy and to conduct Method Validation Studies ("Project").

WHEREAS:

A) First Party is a Higher Educational Institution named:

1) **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 interest;.
- E) **M/s Padmaja Aerobiologicals (P) Ltd.**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of -
- 1) **Method Validation, Impurity Profiling, QCX Testing etc**
 - 2) Project work of your PG students using our laboratory facilities (with nominal charges)
- F) The company is actively engaged in providing analytical, microbiological & environmental monitoring services for the industry around Navi Mumbai upto Goa

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH 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 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 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 with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive

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 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of – Analytical method validation studies by instrumental techniques for Pharmaceutical industry.

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

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **M/s Padmaja Aerobiologicals (P) Ltd.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **M/s Padmaja Aerobiologicals (P) 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
- 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

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** 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.

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 **Mumbai**.

AGREED:

For **Oriental College of Pharmacy**

For **M/s Padmaja Aerobiologicals (P) Ltd**

V Kanase

Dr. Vanita Kanase
Principal Investigator

M Gholkar

Dr. Manasi Gholkar
Co- Investigator

S Rathod
20/3/19

Dr.(Mrs.) Sudha Rathod
Principal
Authorized Signatory

A Joshi

Dr. (Mrs.) Arundhati Joshi
Managing Director
Authorized Signatory

Oriental College of Pharmacy	M/s Padmaja Aerobiologicals (P) Ltd
Sector - 2, Near Sanpada Railway station, Sanpada (West), Navi Mumbai - 400 705	'Nandan' Plot No - 36, Sector - 24, Near Bank of India, Turbhe, Navi Mumbai - 400705,
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Web: https://ocp.edu.in	Web: http://www.padmajalabs.com

Witness 1:

A Deshpande
Amey Deshpande,
Asst. Professor,
Oriental College of Pharmacy

Witness 2:

P Chougule
Mrs. Pushtata Chougule
Asst. Professor
Oriental college of Pharmacy.

Witness 3:

Witness 4: