

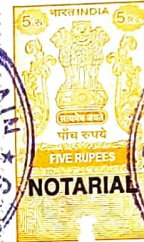
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2023

58AA 066096



Sub-Treasury Office  
Vasai  
28 JUN 2023  
Addl. Treasury Officer



23/6/23

**Memorandum of Understanding  
Between**

**Vishnu Waman Thakur Charitable Trust's  
VIVA Institute of Pharmacy  
Shirgaon, Kumbharpada, Virar (E.), Taluka- Vasai, Dist- Palghar,  
Pin- 401305  
Maharashtra, India  
AND  
Ganga Pharmaceuticals, Ltd.  
Gopcharpada, Virar (E.), 401305  
Tal- Vasai, Dist- Palghar**



This Memorandum of Understanding (MoU) executed on



*[Handwritten signatures]*

## BY and BETWEEN

Vishnu Waman Thakur Charitable Trust's, VIVA Institute of Pharmacy, Shirgaon, Kumbharpada Virar (E.) established in 2010 which is an institute engaged in academic and research activities in the field of Pharmaceutical sciences which expression shall include the successors in the office and permitted assignees of FIRST PARTY

AND

Ganga Pharmaceuticals, Gopcharpada, Virar (E.), 401305, Tal- Vasai, Dist- Palghar which expression shall include the successors in the office and permitted assignees of SECOND PARTY  
The FIRST PARTY and SECOND PARTY shall be collectively referred to as "PARTIES" and individually as "PARTY"

## WITNESSETH

Whereas both the parties are having Intent to co-operate & focus their efforts on co-operation within area of skill based Training, Education & Research and parties have agreed to collaborate in undertaking investigations to explore various research and development programs beneficial to the scientific community, industry and society.

AND

Whereas each party will undertake to support each other's effort for the specific purpose mentioned in the MoU.

Whereas both FIRST and SECOND PARTY, now-

1. Recognizing the importance to instrument and equipment facilities required for research and development in the areas of Pharmaceutical sciences.
2. Appreciating the need for collaborative research activities in all fields related to Pharmaceutical sciences.
3. Recognizing the need of research publication in journal of repute for jointly undertaken research project.
4. Allowing students for internship training in different departments.

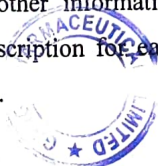
Whereas the parties agreed in principle to following general forms of cooperation:

### Article 1: Research Cooperation

- 1.1 Exchange of scientific information in fields of mutual interest.
- 1.2 Making facilities and equipment of one party available to researchers from the other party for mutually agreed cooperative research programs.
- 1.3 Permitting other forms of research cooperation by mutual arrangement.
- 1.4 Referencing facilities and relevant literature screening.
- 1.5 Provide list of sophisticated instruments and equipments available in working condition.
- 1.6 Undertake a collaborative research project with the faculties and its publication in the journal of repute.

### Article 2: Exchange of Information

- 2.1 The term "information" includes scientific or technical data, results or methods of Investigation and any other information intended to be provided, exchanged or arising under project reports/description for each of the research programmes, subject to national or institutional regulation.



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2.2 The parties undertake to maintain strict confidentiality and prevent disclosure thereof, of all the information and data generated, pertaining to the work under this MoU, for any purpose other than in accordance with its terms and conditions.

### Article 3: Procedures

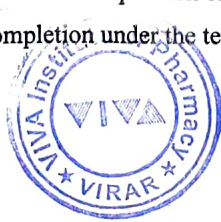
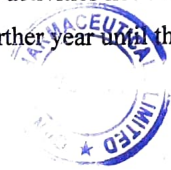
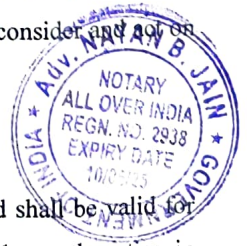
- 3.1 Financial arrangements for research cooperation shall be determined through mutual consultations and agreement.
- 3.2 Any publication or commercially exploitable innovation arising out of this joint effort will be jointly published or patented as appropriate by the parties.
- 3.3 The parties shall ensure adequate and effective protection of intellectual property resulting from the collaboration.
- 3.4 The parties shall notify each other immediately of any result which can legally be protected and take appropriate action.
- 3.5 Result obtained by either party prior to the joint research work developed in the context of this MoU or in the course of cooperation but outside the MoU, itself shall belong to the Said party.
- 3.6 This MoU covers the entire understanding between the parties and supersedes any understanding either oral or written hitherto with respect to the subject matter of the agreement.
- 3.7 No amendment or modification of the MoU shall be valid unless the same is made in writing by the parties or their authorized representatives and specifically stating the same to be an amendment of the MoU.
- 3.8 The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made and executed, unless otherwise agreed to.
- 3.9 Matters not provided for by this MoU shall be determined through mutual consultations and agreement.

### Article 4: Management

- 4.1 To manage the execution of this MoU, each party will designate one person to serve as coordinator.
- 4.2 The coordinator will ensure that the project proposal/description is made for each of the research programmes.
- 4.3 The coordinators will meet and correspond as needed to evaluate the status of cooperation and the progress of activities under this MoU. In addition, the coordinators will consider and approve on major, new proposals for collaboration.

### Article 5: Term of MoU

- 5.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years. Thereafter, This MOU may terminate by either party upon 1 month notice in writing, as per directions of the both the parties.
- 5.2 All joint activities not completed at the expiration or termination of this MoU may be continued for a further year until their completion under the terms of this MoU.



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**Article 6: General Provisions**

6.1 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement.

6.2 Nothing in this MoU is intended to affect other cooperation or collaboration between the parties.

**In consideration of the mutual covenants contained herein above and the terms and the conditions of this MoU and in witness whereof PARTIES have hereinto set their hand/ seal:**

This MoU is valid from 2023 to 2026.



<p><b>For and on behalf of First Party</b></p> <p><i>[Signature]</i></p> <p><b>Dr. Sunita Ogale</b> Principal, VIVA Institute of Pharmacy, Shirgaon, Kumbharpada, Virar (E.) 401305</p>	<p><b>For and on behalf of Second Party</b></p> <p><i>[Signature]</i></p> <p><b>Mr. Bharat Sharma</b> Ganga Pharmaceuticals, Hd Gopcharpada, Virar (E.), 401305, Tal- Vasai, Dist- Palghar</p>
<p><i>[Signature]</i> Dr. Sanghadeep S. Gajbhiye (Asst. Professor, VIVA Institute of Pharmacy)</p> <p><i>[Signature]</i></p> <p><b>Witness</b></p>	<p><i>[Signature]</i></p> <p><b>Mrs. Vaishali Sagar Patil</b></p> <p><b>Witness</b></p>



SERIAL NO: 2975  
DATE 17 JUL 2023

**BEFORE ME**

*[Signature]*

**NAYAN B. JAIN**  
ADVOCATE & NOTARY  
5, Vartak Path, ... Road,  
(C. S. Road), Virar, Dist. Palghar,  
Tel. (022) 222859