



महाराष्ट्र MAHARASHTRA

2023

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18 JAN 2024



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

H K College of Pharmacy

HK Campus, Relief Road, Oshiwara, Jogeshwari West, Pratiksha nagar,
Mumbai – 400102 , Maharashtra, India

This Memorandum of Understanding (MoU) executed on 19th Jan '24
at _____

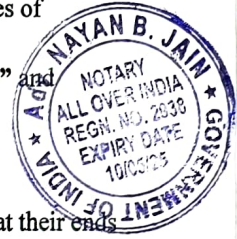
BETWEEN

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

H K College of Pharmacy, HK Campus, Relief Road, Oshiwara, Jogeshwari West, Pratiksha nagar, Mumbai, 400102, Maharashtra, India established on 2006 and represented through its Principal 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 objectives to do the academic & administrative audits at their ends with the written permission of the Principal and parties have agreed to collaborate in undertaking investigations to explore various audits.

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 of academic and administrative audits for various Regulatory inspections.
2. Recognizing the need of academic and administrative audits. for various Regulatory inspections.

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

Article 1: Academic Co operation

- 1.1. Exchange of scientific information in fields of mutual interest.
- 1.2. Allow the exchange of faculties for knowledge sharing in the respective institutes.

Article 2: Procedures

- 2.1 On duty certificate should be sanctioned for academic and administrative audits shall be determined through mutual consultations and agreement.
- 2.2 The parties shall notify each other immediately of any result which can legally be protected and take appropriate action.
- 2.3 Result obtained by either party prior to the joint audit 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.
- 2.4 This MoU covers the entire understanding between the parties and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of the agreement.
- 2.5 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.
- 2.6 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.
- 2.7 Matters not provided for by this MoU shall be determined through mutual consultations and agreement.



Article 3: Management

- 3.1 To manage the execution of this MoU, each party will designate one person to serve as coordinator and two members
- 3.2 The coordinator will ensure that the academic & administrative audit is made for each of the academic year.
- 3.3 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 act on major, new proposals for collaboration.
- 3.4 The parties will maintain the confidentiality of each other's documents of any result which can legally be protected and take appropriate action.
- 3.5 The parties will generate the dually signed report by the respective authorities.

Article 4: Term of MoU

- 4.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years. Thereafter, it shall be automatically renewed on the anniversary date unless written notice of intent to terminate is given by one party to the other party at least 6 months prior to the next renewal date.
- 4.2 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.

Article 5: General Provisions

- 5.1 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement.
- 5.2 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 19/01/24 to 19/01/27.

For and on behalf of First Party   Dr. Sunita Ogale Principal, VIVA Institute of Pharmacy, Shirgaon, Kumbharpada Virar (E.), Taluka- Vasai, Dist- Palghar, Pin- 401305, Maharashtra, India	For and on behalf of Second Party  Dr. Tushar Narendra Lokhande Principal, H K College of Pharmacy, HK Campus, Relief Road, Oshiwara, Jogeshwari West, Pratiksha nagar, Mumbai, 400102, Maharashtra, India
 Witness (Mrs. Neelam Kamble)	 Witness (Dr. Potyankar Gushkaji)

SERIAL NO. 865
DATE 2 MAR 2024

NAYAN B. JAIN
ADVOCATE & NOTARY
5, Vartak Hall, 1st Floor, Jogeshwari Road,
(C. S. Road), Virar (E.), Dist. Palghar,
Tel. (off) (0250) - 2502859