



महाराष्ट्र MAHARASHTRA

● 2023 ●

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Sub-Treasury Office
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12 DEC 2023
Addl. Treasury Officer



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

Principal K. M. Kundnani College of Pharmacy

Plot no. 23, Jote Joy Building, Rambhau Salgaonkar Road, Cuffe Parade,

Mumbai 400005,

Maharashtra, India

This Memorandum of Understanding (MoU) executed on 15th Dec 2023
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

Principal K. M. Kundnani College of Pharmacy, Plot no. 23, Jote Joy Building, Rambhau Salgaonkar Road, Cuffe Parade, Mumbai 400005, Maharashtra, India established on 1971 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 utilize the instrument or equipment facilities available at their ends with the written permission of the Principal and parties have agreed to collaborate in undertaking investigations to explore various research and development programs beneficial to the scientific community.

AND

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

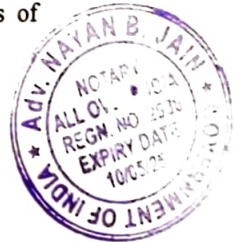
Whereas both FIRST and SECOND PARTY, now-

1. Recognizing the importance of 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 publications in the journal of repute/ Patents for jointly undertaken research project.

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

Article 1: Research Cooperation

- 1.1 Exchange of scientific information in fields of mutual interest.
- 1.2 Exchange of scientific and research personnel.
- 1.3 Making facilities and equipment of one party available to researchers from the other party for mutually agreed cooperative research programs.
- 1.4 Provide list of sophisticated instruments and equipments available in working condition.
- 1.5 Make the sophisticated instruments and equipments available to the students and faculties as per the institutional Cost and availability as and when requested in written by second party.
- 1.6 Undertake a collaborative research project with the faculties and its publication in the journal of repute.
- 1.7 Allow the exchange of faculties for internal project scrutiny or evaluation in the respective institutes.



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.
- 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 and all understandings 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 act 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, 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.

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.

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>For and on behalf of First Party</p> <p><i>[Signature]</i></p> <p>Dr. Sunita Ogale Principal, VIVA Institute of Pharmacy, Shirgaon, Kumbharpada Virar (E.), Taluka- Vasai, Dist- Palghar, Pin- 401305, Maharashtra, India</p>	<p>For and on behalf of Second Party</p> <p><i>[Signature]</i></p> <p>Principal Dr. Urtila J. Joshi College of Pharmacy (Principal, Regd by AICTE) Principal K. M. Kundnani College of Pharmacy, Plot no. 23, Jote Joy Building, Rambhau Salgaonkar Road, Cuffe Parade, Mumbai 400005, Maharashtra, India</p>
<p><i>[Signature]</i></p> <p>Dr. Sanghadeep Gaibhiye, Asst. Professor, VIVA Institute of Pharmacy, Virar (E)-401305</p> <p><i>[Signature]</i></p> <p>Witness</p>	<p><i>[Signature]</i></p> <p>Dr. Minnal M Sanyal Associate Professor in pharmacy Prin. K.M Kundnani college of Pharmacy, Mumbai 20005</p> <p><i>[Signature]</i></p> <p>Witness</p>



SERIAL NO: 178
DATE: 18 JAN 2024

BEFORE ME

[Signature]

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