



**Prof. Dr. Shivajirao Kadam**  
Chancellor M.Sc., Ph.D.

**Prof. Dr. M. M. Salunkhe**  
Vice Chancellor M.Sc., Ph.D., F.R.S.C.

**Bharati Vidyapeeth**  
(Deemed to be University)  
Pune, India.

**Founder Chancellor : Dr. Patangrao Kadam**

★ Accredited with 'A+' Grade (2017) by NAAC ★  
★ Category-I University Status by UGC ★  
★ NIRF Ranking - 66 ★

"Social Transformation Through Dynamic Education"



**Dr. Vishwajeet Kadam**  
Pro Vice Chancellor B.Tech., M.B.A., Ph.D.

**G. Jayakumar**  
Registrar M.Com., Dip. Pub. Adm.

## Memorandum of Understanding

This Memorandum of Understanding is executed on 15 April 2021 at Pune.  
Between

1. Bharati Vidyapeeth (Deemed To Be University), Pune  
And
2. Institutional Ethics Committee Bharati Vidyapeeth Deemed University, Dhankawadi, Pune  
(hereinafter referred to as IEC BVDU) represented by Dr. Subhash Salunke.

Bharati Vidyapeeth Deemed University constituted the 'Institutional Ethics Committee, Bharati Vidyapeeth Deemed University' (IEC BVDU) on 17 December 2005 with an aim to ensure that all research in BVDU is carried out according to current Indian regulations and guidelines like ICH – GCP, New Drugs and Clinical Trials Rules 2019 G.S.R. 227 (E) and ICMR Ethical Guidelines for Biomedical Research on Human Subjects.

The IEC is responsible for review of research proposals from all medical and allied science fraternities of Bharati Vidyapeeth (Deemed To be University) Pune campus.

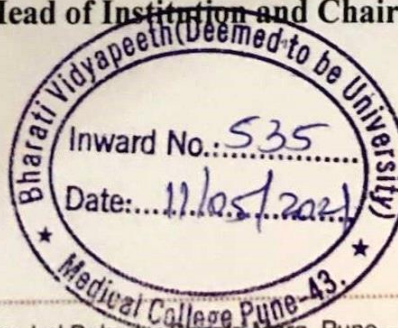
You have been appointed as a Chairperson of the IEC since April 2021.

The IEC BVDU is registered with DCG(I). Ethics Committee current Registration No. is ECR/313/Inst/MH/2013/RR-19, issued under New Drugs and Clinical Trials Rules, 2019. As per the ICH-GCP, ICMR guidelines and New Drugs and Clinical Trials Rules 2019 G.S.R. 227 (E), the Institutional Ethics Committee should be multidisciplinary and multisectoral in composition.

MOU is mandatory with reference to File No. EC/19/000196, issued by Government of India, Directorate General of Health Services, Central Drugs Standard Control Organization (Ethics Committee Registration Division) dated 16-Sep-2019, point no. 30

**Mutual Understanding between Head of Institution and Chairperson of IEC BVDU**

*G. Jayakumar*



Page 1 of 2

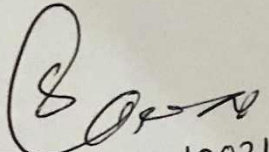


1. Necessary support, facilities for IEC Secretariat setup, personnel & infrastructure shall be provided by the Institution/ University.
2. The Institution will ensure compliance by the Investigators to IEC BVDU's recommendations and provide access to site and documents pertaining to the research approved by the committee.
3. The IEC records will be maintained as long as required.
4. IEC BVDU shall be independent in its functioning and decision making.
5. Ethics committee shall function as per the applicable rules & regulations.

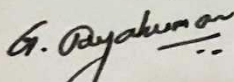
The MOU will come into force on the date of its signing by the representatives of the Bharati Vidyapeeth (Deemed To Be University) & the Chairperson of IEC BVDU and shall continue for a period of 3 years, unless revoked by the party upon at least one month notice. This MOU is extendable for a further period upon mutual agreement.

Signed at Pune on 15 Day of April 2021

For  
Institutional Ethics Committee, BVDU  
Dr. Subhash Salunke  
Chairperson,  
Sign & Date:

  
15/04/2021

For  
University Authorities of Bharati Vidyapeeth (Deemed To Be University), Pune  
Mr. G. Jayakumar  
Registrar,  
Sign & Date:

  
15/04/2021



Copy to Principal BVDUMC:





सत्यमेव जयते

# INDIA NON JUDICIAL Government of Gujarat

## Certificate of Stamp Duty

Certificate No. : IN-GJ94953472912811T

Certificate Issued Date : 12-Jan-2021 05:38 PM

Account Reference : IMPACC (AC)/ gj13023211/ GULBAI TEKRA/ GJ-AH

Unique Doc. Reference : SUBIN-GJGJ1302321126832016740693T

Purchased by : Cadila Healthcare Limited

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : Agreement

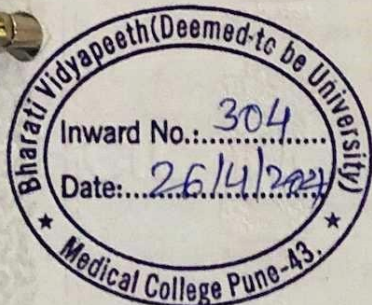
Consideration Price (Rs.) : 0  
(Zero)

First Party : Cadila Healthcare Limited

Second Party : Dr Sanjay Lalwani

Stamp Duty Paid By : Cadila Healthcare Limited

Stamp Duty Amount(Rs.) : 300  
(Three Hundred only)



Department of Pediatrics, Bharati Vidyapeeth  
(Deemed To Be University )  
Medical College & Hospital, Pune



LB0012422182

Statutory Alert

1. The details of this Stamp certificate should be verified at [www.shoestamp.com](http://www.shoestamp.com) or using e-Stamp Mobile App of Stock Holding  
Corporation of India in the mobile on the Certificate and as available on the website. Mobile App renders it invalid.  
2. The user of stamping the legitimacy is on the users of the certificate.  
3. In case of any discrepancy please inform the Competent Authority.



# CLINICAL STUDY AGREEMENT

Among

1. **CADILA HEALTHCARE LIMITED**, a multinational pharmaceutical company incorporated under the laws of India, having its Registered Office at Zybus Corporate Park, Scheme No. 63, Survey No. 536, Khoraj (Gandhinagar), Nr. Vaishnodevi Circle, Sarkhej-Gandhinagar Highway, Ahmedabad-382481, Gujarat, India (hereinafter referred to as **"the Sponsor"**)
2. **DR. SANJAY LALWANI**, (hereinafter referred to as **"Principal Investigator"**)
3. **BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY) MEDICAL COLLEGE & HOSPITAL**, Pune-Satara Road, Dhankawadi, Katraj, Pune-411043 India (hereinafter referred to as **"the Institution"**)

## CADILA PROJECT:

**"A phase III, randomized, multi-centre, double blind, placebo controlled, study to evaluate efficacy, safety and immunogenicity of Novel Corona Virus -2019-nCov vaccine candidate of M/s Cadila Healthcare Limited. (Project No. NCOV.20.002)"**

This Clinical Study Agreement ("Agreement") is executed on **29<sup>th</sup> day of January, 2021** ("Effective Date") among Cadila Healthcare Limited, Zybus Corporate Park, Scheme No. 63, Survey No. 536, Khoraj (Gandhinagar), Nr. Vaishnodevi Circle, Sarkhej-Gandhinagar Highway, Ahmedabad-382481, Gujarat, India (**"Sponsor"**) India; Dr. Sanjay Lalwani, Bharati Vidyapeeth (Deemed To Be University) Medical College & Hospital, Pune- Satara Road, Dhankawadi, Katraj, Pune-411043 India for the study entitled **"A phase III, randomized, multi-center, double blind, placebo controlled, study to evaluate efficacy, safety and immunogenicity of Novel Corona Virus-2019-nCov vaccine candidate of M/s Cadila Healthcare Limited."** (Project No. NCOV.20.002)" (Hereinafter referred to as **"the study"**).

This Agreement also covers any companion protocol(s) later developed and approved by all the Parties that are conducted concurrently with the protocol identified herein (collectively **"Protocol"**) and that involve some or all the same subjects. The Sponsor and the Institution hereby declare that all the necessary permissions and licences required under the provisions of various acts and rules thereunder have been obtained for the performance of their respective obligations under this Agreement.

AND WHEREAS the Sponsor is desirous of engaging the said Principal Investigator and Institute for carrying out the Study.

NOW, THEREFORE, in consideration of the premises and the covenants and Agreements of the parties as hereinafter set forth, the parties have agreed and do hereby agree with each other to the following:

## THE PARTIES AGREE AS FOLLOWS:

1. The Sponsor would like to test the vaccine namely **ZyCOV D** which will be used for Prevention of Corona Virus Disease - 2019 in healthy subjects. The Sponsor hereby declares that all the necessary permissions and licenses required under the provisions of relevant Acts and Rules



**Department of Pediatrics, Bharati Vidyapeeth  
(Deemed To Be University)  
Medical College & Hospital, Pune**



# CLINICAL STUDY AGREEMENT

namely Drugs & Cosmetics Act, 1940 and Drug & Cosmetic Rules 1945 and their subsequent amendments will be obtained before the start of the study.

2. The Sponsors have approached the Investigator as they desire to perform the study in regards to the said drug in accordance with the Declaration of Helsinki, the Indian Guidelines on Good Clinical Practices and Local Regulations and have accordingly finalized the Clinical Trial Protocol.
3. The Principal Investigator hereby confirms that he has read and understood the clinical trial protocol entitled namely "A phase III, randomized, multi-center, double blind, placebo controlled, study to evaluate efficacy, safety and immunogenicity of Novel Corona Virus - 2019-nCov vaccine candidate of M/s Cadila Healthcare Limited". All amendments and appendices have also been read and understood. The investigator agrees to the protocol and will perform the study in accordance with the Declaration of Helsinki, the Indian Guidelines on Good Clinical Practices, and applicable laws, rules and regulations.

THE PARTIES AGREE AS FOLLOWS:

#### 4. Investigators and Research Staff

- 4.1 Principal Investigator: The Study will be conducted by Dr. Sanjay Lalwani, Bharati Vidyapeeth (Deemed To Be University) Medical College & Hospital, Pune- Satara Road, Dhankawadi, Katraj, Pune-411043 India with registration number 62654; the Principal Investigator. The Principal Investigator hereby confirms that he is a competent person to sign this agreement on behalf of his sub-investigators and research staff. The terms "Investigator" or "Investigators" as used in this Agreement refers, as applicable, to the Principal Investigator and his sub-investigators and research staff and the Institution.
- 4.2 Sub-investigators and Research Staff: Investigator will ensure that only individuals, who are appropriately trained and qualified, assist in the conduct of the Study as sub-investigators or research staff.
- 4.3 Obligations: Principal Investigator will ensure that all personnel, who assist in the conduct of the Study, are informed of and agree to abide by all terms of this Agreement applicable to the activities they perform. Principal Investigator is responsible to the Sponsor for compliance by Investigators, with the terms of this Agreement.
- 4.4 No Substitution: The Principal Investigator shall not reassign the conduct of the Study to a different Principal Investigator without prior written authorization from the Sponsor.
- 4.5 Delegation of Duties by Principal Investigator: The Principal Investigator may delegate duties and responsibilities to sub-investigators or research staff only to the extent permitted by the relevant laws and regulations governing the conduct of clinical trials in India.
- 4.6 Compliance with Institutional Policies: The Principal Investigator will comply with the policies and procedures of the organization/institute with which Principal Investigator is affiliated, including any applicable financial policies. Principal Investigator will notify the Sponsor promptly of any conflict between the terms of this Agreement and any such policy or procedure, and the parties will attempt to reach an appropriate accommodation



Department of Pediatrics, Bharati Vidyapeeth  
(Deemed To Be University )  
Medical College & Hospital, Pune



# CLINICAL STUDY AGREEMENT

- 4.7 **Audit:** The Principal Investigator will make necessary arrangement for inspection of documents etc. by Sponsor's monitor, official of regulatory agency.
5. **Funding:** The conduct of the study will not impose any financial burden on the Principal Investigator or the Institution. The Sponsor declares to bear all the expenses pertaining to the conduct of the study.
- 5.1 **Financial Support for Clinical Trial:** The details of the financial support to investigators and the budget sheet are attached in Annexure A hereunder:
6. **Protocol:** Investigator will conduct the Study in accordance with the Protocol, Indian GCP guidelines and applicable rules and regulations in India.
- 6.1 **Amendments:** The Protocol may be modified only by a written Amendment, signed by both the Sponsor and the Principal Investigator.
- 6.2 **Emergency Amendments:** If it is necessary to change the Protocol on an emergency basis for the safety of the subjects, Investigator will notify the Sponsor and the responsible Independent Ethics Committee or Institutional Review Board (as applicable) as soon as practicable but, in any event, not later than five working days after the change is implemented. Any emergency change to the Protocol must be followed by execution of a written Amendment within 30 days.
- 6.3 **No Additional Research:** No additional research may be conducted on Study subjects during the conduct of the Study unless it is approved and documented as a sub-study protocol or an Amendment to the original Protocol. Such prohibited research activities include, but are not limited to, analyses of biological samples from Study subjects for any non-therapeutic purpose.
7. **Subject Enrolment:** Investigator has agreed agrees to enrol the subjects in the study as may be defined and decided by the Sponsor from time to time. A qualified subject is one who meets all Protocol criteria such as inclusion & exclusion criteria and agrees to participate in the study through informed consent in writing.
- 7.1 **Excess Enrolment:** If Investigator enrolls the maximum number of qualified subjects, the Sponsor may or may not invite Investigator to enrol additional subjects. However, the Principal Investigator shall not enrol more than maximum number without prior approval by the Sponsor.
- 7.2 **Failure to Enrol:** If Investigator fails to enrol subjects at a rate adequate to meet the enrolment requirement, the SPONSOR shall be free to terminate the Study early (see Section 24, Termination).
8. **Study Conduct:** Investigator will conduct Study in accordance with the Protocol, the Sponsor's written instructions, Indian Good Clinical Practices (Indian GCP) guidelines and all applicable governmental laws, rules, and regulations.
- 8.1 **No Charge for Investigational Drug or Reimbursed Services:** Investigator will not charge a Study subject or third-party payer for Investigational Drug (see Clause 13.1, Investigational Drug) or for any services reimbursed by the Sponsor under this Agreement.





# CLINICAL STUDY AGREEMENT

9. **Independent Ethics Committee/Institutional Review Board:** Before the Study is initiated, Investigator will ensure that both the Study and the informed consent form are approved by an Independent Ethics Committee or Institutional Review Board (as applicable) (both referred to as a 'IRB') that complies with all applicable laws and regulations. Investigator will further ensure that the Study is subject to continuing oversight by the IRB throughout its conduct.
10. **Study Disapproval:** If, through no fault of Investigator, the Study is disapproved by the IRB, this Agreement will immediately terminate with no penalty to the Investigator, as provided in Section 24.1.1, Disapproval by IRB, below.
11. **Data Protection:** Data collected in Study may include personal data and sensitive information which is subject to specific legislation relating to the processing, storage, transfer and use of such data or information. The Investigator will comply with all relevant laws relating to the protection and use of personal data and data privacy in its conduct and reporting of the Study. The Investigator shall take all technical and organizational measures to prevent unauthorized or unlawful processing or accidental loss or destruction of, or damage to, or disclosure of such data. THE SPONSOR will take appropriate measures to protect the confidentiality and security of all personal data that it receives from Investigator in connection with the Study. Personal data relating to the Investigator shall be processed and used for the purposes of administration of this agreement and in connection with the Study and will be held on one or more databases for the purposes of determining the Investigator's involvement in future research and in order to comply with any regulatory requirements. Such data may be disclosed or transferred to other members of Cadila Healthcare Limited group of companies, to representatives and contractors working on behalf of the Sponsor group and to regulatory authorities across the world. The Investigator shall ensure that all necessary consents are in place to comply with the provisions of this clause 12. The Principal Investigator shall be responsible for obtaining Sponsor's permission before publication or conference presentation of any Sponsors' data.
12. **Informed Consent and Authorization to Use and Disclose Health Information:**
- 12.1 **Informed Consent:** Investigator will obtain a written informed consent from each Study subject and will maintain a signed original of that consent in the subject's record. Investigator will allow the Sponsor to inspect signed informed consent forms or photocopies thereof during monitoring visits or audits (see Monitoring and Audits, Section 16).
13. **Adverse Events:** Investigator will report adverse events experienced by Study subjects in accordance with instructions in the Protocol and applicable regulations. This includes, where required, prompt reporting by telephone, e-mail or facsimile. The Investigator shall, so far as is lawful, have full responsibility for the reporting of all serious and unexpected adverse events and/or deaths to local regulatory authorities as per prevailing regulations. The Sponsor has and will maintain during the Study, an insurance policy adequate to cover adverse events or injury to Study Subject(s) as a direct result of participation in the Study.
- 13.1 **Investigational Drug:** The Sponsor will provide Investigator with sufficient quantities of the investigational drug(s) needed to conduct the Study.





# CLINICAL STUDY AGREEMENT

14.3.2 Publication of the results of the Study based on Study Data collected or generated by Investigator is specifically authorized, subject to the provisions of Section 18, Publications, of this Agreement.

**14.4 Disclosure Required by Law:** If disclosure of Confidential Information to any party other than the IRB relevant regulatory authority is required by law, that disclosure does not constitute a breach of this Agreement so long as Investigator

14.4.1 Notifies the Sponsor in writing in 15 working days advance of the disclosure so as to allow the Sponsor to take legal action to protect its Confidential Information,

14.4.2 Discloses only that Confidential Information required complying with the legal requirement, and

14.4.3 Continues to maintain the confidentiality of this Confidential Information with respect to all other third parties.

**14.5 Individually Identifiable Health Information:** If, in connection with this Study or performance of this Agreement, the Sponsor comes into contact with individually identifiable health information relating to subjects who are not Study subjects, the Sponsor agrees to maintain the confidentiality of such information and not to use it for any purpose.

**14.6 Survival of Obligations:** These obligations of confidentiality survive termination of this Agreement and continue for a period of five years after completion of the study and marketing of the drug.

**14.7 Return of Confidential Information:** If requested by the Sponsor in writing, Investigator will return all Confidential Information except that required to be retained at the Study site by law. However, Investigator may retain a single archival copy of the Confidential Information for the sole purpose of determining the scope of obligations incurred under this Agreement.

## 15. Study Data, Biological Samples and Study Records:

**15.1 Study Data:** During the course of the Study, Investigator will collect and submit certain data to the Sponsor or its agent, as specified in the Protocol. This may include case report forms or their equivalent ("Case Report Forms"), or other types of medical images, ECG, or other types of tracings or printouts, data summaries, or any combination of these (collectively, "Study Data"). Investigator will ensure accurate and timely collection, recording, and submission of Study Data. Investigator will deliver Study Data to the Sponsor or its agent within the reasonable time period.

15.1.1 **Ownership of Study Data:** Subject to Investigator's right to publish the results of the Study (see Section 18, Publications), the Sponsor is the exclusive owner of all Study Data.

15.1.2 **Non-exclusive License:** The Sponsor grants Investigator no right to use study data for any purpose including internal research and/or education purpose.

15.1.3 **Data Management and statistical Analysis:** The Sponsor or its representative shall carry out the data management and statistical analysis. The Sponsor may consult and / or provide the Principal Investigator for interpretation during report writing.

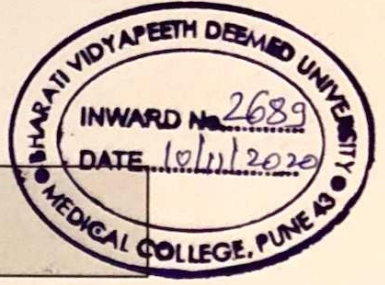
15.1.4 **THE SPONSOR** is the exclusive owner of study data.



REGISTRATION NO. 25/99 RL.NO. ....  
3-6-151, G S TOWER  
HIMAYAT NAGAR  
HYDERABAD - 29  
AP-23/GSO/KL(PB)/16/2005



56651  
141357  
JUN 05 2020  
10:25  
R.0000100 PB5431  
NON-JUDICIAL  
STAMP DUTY  
TELANGANA



CLINICAL TRIAL AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:

- SANOFI HEALTHCARE INDIA PRIVATE LIMITED (formerly known as Shantha Biotechnics Private Limited)  
a company organized and existing under the laws of India, having its office at 3<sup>rd</sup> and 4<sup>th</sup> Floors, Vasantha Chambers, H. No. 5-10-173, Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004, Andhra Pradesh - India;

(hereinafter referred to as the “Sponsor”)

*On the first part,*

AND:

- **Bharati Vidyapeeth (Deemed To Be University) Medical College, Pune,**  
an institution incorporated under the laws of, having its registered head office at Pune 411043, Maharashtra

(hereinafter referred to as the “Institution”)

- and -

- **Dr. Sonali Palkar**  
Practicing at Department of Pediatrics as In-charge, Pediatric Research Cell & at Department of Community Medicine as an Associate Professor

*On the second part,*

With each of the parties collectively or individually referred to as “Party” or “Parties”

THIS AGREEMENT RELATES TO THE FOLLOWING CLINICAL TRIAL:

Immunogenicity and Safety of SHAN6® vaccine when administered as booster in healthy toddlers in India  
Code: [SH600004]

Initial here



## PREAMBLE

**WHEREAS**, Sanofi Healthcare India Private Limited is the Sponsor, as defined in the ICH guidelines, of the above mentioned Clinical Trial and therefore wishes to perform this Clinical Trial;

**WHEREAS**, the Institution and the Principal Investigator have capable personnel and the necessary expertise to organize and perform clinical trials in the field of vaccines;

**WHEREAS**, the Institution and the Principal Investigator are willing to organize, conduct and perform this Clinical Trial on behalf of the Sponsor;

**WHEREAS**, the Principal Investigator is responsible for the scientific supervision and direction of the Clinical Trial and will conduct the Clinical Trial in the facilities of the Institution;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties hereby agree as follows:

## ARTICLE I – DEFINITIONS

For the purposes of this Agreement the following words and phrases shall have the following meanings:

- **“Additional Personnel”** means any co-investigator and/or any of Institution's contractors, employees, post-doctoral fellows, residents, demonstrators, students and/or technical staff, who may be involved in the Clinical Trial (as hereinafter defined), other than the Principal Investigator.
- **“Affiliate”** means, with respect to Sanofi Healthcare India Private Limited, (i) any Person of which the securities or other ownership interests representing fifty per cent (50%) or more of the equity or fifty per cent (50%) or more of the ordinary voting power or fifty per cent (50%) or more of the general partnership interest are, at the time such determination is being made, owned, Controlled or held, directly or indirectly, by Sanofi Healthcare India Private Limited, or (ii) any other Person which, at the time such determination is being made, is Controlling or under common Control with Sanofi Healthcare India Private Limited.
- **“Agreement”** means this Clinical Trial Agreement, all amendments and supplements to this Agreement and all schedules to this Agreement.
- **“Case Report Form”** means the form to be completed and returned to the Sponsor for each Subject participating in the Clinical Trial. This form might be (or not) an electronic form accessible through a web link which shall be communicated by the Sponsor to the Institution and the Principal Investigator. If the electronic data capture is used for the purpose of the Clinical Trial, then “Case Book” shall have the same meaning.

  
Initial here







- **"Clinical Trial"** means the clinical trial above-mentioned in the Preamble of the Agreement.

- **"Concomitant Product"** means the commercialized [Name] vaccine manufactured by [Name] [and the [Name] vaccine manufactured by [Name] to be used in the Clinical Trial in accordance with the Protocol.

**OR**

- **"Concomitant Product"**: There is no Concomitant Product in the Agreement.

- **"Confidential Information"** means any and all information relating to the Sponsor or its Affiliates which is of a confidential and proprietary nature, including but not limited to preclinical, clinical or formulation data, investigator's brochures, case reports, source documentation, study protocols and SOPs (as defined hereafter) as amended from time to time.

- **"Control"** means, whether used as a noun or verb, the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

- **"Control Product"** means the [Name] manufactured by [Name] [and the [Name] vaccine manufactured by [Name]] to be used in the Clinical Trial in accordance with the Protocol.

**OR**

- **"Control Product"**: There is no Control Product in the Agreement.

- **"Enrollment Cap"** means that the Sponsor reserves the right to limit enrollment by giving written notice, or by giving notice by telephone followed by written notice, to the Institution and the Principal Investigator to cease further enrollment of Subjects in the Clinical Trial.

- **"GCP"** means:

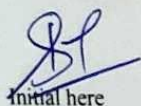
- (i) the set of regulations established by Health Authority(ies) for conducting clinical studies including without limitation the set of regulations established by the CDSCO,
- (ii) the current international ethical and scientific quality standards for designing, conducting, recording and reporting clinical studies known as ICH Guidelines for Good Clinical Practice.


- **"Health Authorities"** means applicable health authorities, either governmental, regulatory or otherwise, including but not limited to the Drug Controller General of India (DCGI), United States Food and Drug Administration ("FDA"), the European Medicines Evaluation Agency ("EMA"), the French "Agence Nationale de Sécurité des Médicaments et des produits de santé" ("ANSM") and Health Canada.

- **"ICH"** means the International Conference of Harmonization.

- **"IEC/IRB"** means the Independent Ethics Committee / Institutional Review Board responsible for review and approval of the Protocol.

- **"IND"** means an investigational new drug.

  
Initial here







- **"Indemnitee"** means collectively the Institution, its trustees, officers, directors, agents, Additional Personnel and the Principal Investigator.

- **"Inventions"** means any inventions, discoveries, or innovations, products, processes, data, reports, results, formulations, technologies and compounds, whether patentable or not, arising directly or indirectly, in the performance of the Clinical Trial under this Agreement or using Clinical Trial funds or otherwise arising out of use of the Product.

- **"Investigational Product"** means the Sponsor's fully liquid hexavalent vaccine (DTwP-HepB-Hib-IPV) to be used in the Clinical Trial in accordance with the Protocol.

- **"Person"** means an individual, partnership, joint venture, trustee, trust, corporation, unincorporated organization or other entity or a government, state or agency, or political subdivision thereof.

- **"Personal Data"** means any and all data concerning an individual participating in the Clinical Trial whether as a Subject or as an investigator.

- **"Principal Investigator"** means the person who is named on the head of the Agreement and corresponds to the person who is named *"Investigator"* or *"Principal Investigator"* in the Protocol for either the entire study or a study site.

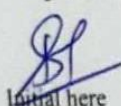
- **"Privacy Rules"** means any national and international standards of practice, establishing a category of information regarding the patients or Subjects, which may be used or disclosed to others in certain circumstances or under certain conditions.

- **"Processing"** means, in accordance with applicable rules and regulations, any operation or set of operations which is performed upon the Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

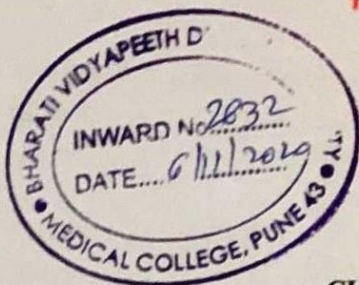
- **"Protocol"** means the last approved version of the protocol including any and all amendments, which will be considered as attached hereto upon completion, and is incorporated herein by reference.

It is agreed that this Agreement shall be governed by the most recent version of the Protocol, and should this Agreement be executed prior to complete finalization of the Protocol, the last-dated version thereof will be considered to be incorporated by reference in place of any prior versions. In the event that there is a conflict between the terms of the Protocol and the terms of this Agreement, the terms of this Agreement will govern with respect to contract terms and conditions but the Protocol will govern with respect to the conduct of the Clinical Trial and with respect to serving the best interests of patient welfare.

- **"Public Presentation"** means, collectively or individually, drafts of abstracts and/or manuscripts for publication (including slides and texts of oral or other public presentations).

  
Initial here





SRI T. ASHOK GOUD  
S.V.L.NO. 15-22-024/2000  
RL.NO. 15-22-015/2012  
H.NO. 2-31/6/A  
TARA NAGAR, SERILINGAMPALLY  
RANGA REDDY DISTRICT  
92/20  
LICENSE NO. 39/2012



79588  
168429  
JUN 18 2020  
11:47  
R.0000050 PB7142  
NON-JUDICIAL  
STAMP DUTY  
TELANGANA

### CLINICAL TRIAL AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE 27<sup>th</sup> DAY OF  
October, 2020.

#### BETWEEN:

**Indian Immunologicals Limited**, a company duly incorporated under the Companies Act, and having its registered office at Road No. 44, Jubilee Hills, Hyderabad, Telangana- 500033 (hereinafter referred to as "IIL" or "Sponsor") which expression shall be deemed to include its successors and administrators and assigns etc.

#### AND

**Bharati Vidyapeeth (Deemed To Be University) Medical College & Hospital (BVDUMC)**, an institution incorporation under the laws of India, having its registered head office at Katraj, Dhankawadi, Pune-411043 India which expression shall be deemed to include its successors and administrators and assigns etc. (Hereinafter referred to as the 'Institution')

#### AND

**Dr. Rahul Jahagirdar**, Professor in Pediatrics, Department of Pediatrics, Bharati Vidyapeeth (Deemed To Be University) Medical College & Hospital, Katraj, Dhankawadi, Pune-411043 INDIA

(hereinafter referred to as the "Principal Investigator") which expression shall be deemed to include its successors and administrators and assigns etc.

With each of the parties collectively or individually referred to as "Party" or "Parties"

#### AND RELATES TO THE CLINICAL TRIAL:

**A Phase II/III Multicentric Randomized Single Blind Study to Compare the Immunogenicity and Safety of Measles and Rubella Vaccine (Live) of HBI with MR-VAC<sup>®</sup> Vaccine in Healthy Subjects**

Code: HBI/MR/II/III/2019/001.02.00 Version 02

CTA (HBI/MR/II/III/2019/001.02.00/BVDUMC)/ [2020]



Page 1 of 28

Initial Here



**WHEREAS** India Immunologicals Limited, through its division Human Biologicals Institute, is the Sponsor, as defined in the ICH guidelines, of the above mentioned clinical trial and therefore wishes to perform this clinical trial.

**WHEREAS**, the Department of Pediatrics, Bharati Vidyapeeth (Deemed To Be University) Medical College, Katraj, Dhankawadi, Pune-411043 INDIA, the Institution, is having necessary equipment and the efficient and expertise personnel including the Principal Investigator to organize and have the clinical trials performed in the field of vaccines.

**WHEREAS**, the Institution and the Principal Investigator are willing to organize, conduct and have performed this clinical trial on behalf of the Sponsor.

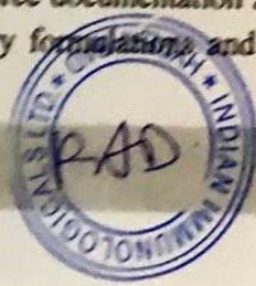
**WHEREAS** the Principal Investigator will conduct the Clinical trial in the facilities of the Institution.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties hereby agree as follows:

#### **ARTICLE I - DEFINITIONS**

For the purposes of this Agreement the following words and phrases shall have the following meanings:

- "Additional Personnel" means any co-investigator and/or any of Bharati Vidyapeeth (Deemed To Be University) Medical College and Hospital employees, post-doctoral fellows, students and/or technical staff, who may to be involved in the Clinical Trial as hereinafter defined, other than the Principal Investigator.
- "Agreement" means this Clinical Trial Agreement, all amendments and supplements to this Agreement and all schedules to this Agreement.
- "Case Report Form" means the form provided for along with the Protocol to be completed and returned to the Sponsor for each Subject participating in the Clinical Trial.
- "Clinical Trial" means the above-mentioned clinical trial
- "Confidential Information" means any and all information relating to the Sponsor or its Affiliates, whether disclosed by Sponsor / its affiliates or generated during the Clinical Trials, including but not limited to data, protocols, plans, photographs, drawings, designs, strains, specifications, product sample, formulae, compositions, inventions, discoveries, processes, know-how, development or manufacturing techniques, identification or characterization of biological or other materials, results and/or design of experiments or preclinical or clinical testing / data, investigators' brochures, case reports, source documentation and the Sponsor's Standard Operating Procedures ("SOPs"), drug delivery formulations and devices, product





dossier, reports, studies, consultants reports, trade secrets, proformas and other financial and trade / commercial information.

- **"Control"** means, whether used as a noun or verb, the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- **"Central Licencing Authority"** means the Drugs Controller, India.
- **"EC"** (IRB/IEC) means the Ethics Committee responsible for review and approval of the Protocol,
- **"Enrollment Cap"** means that the Sponsor reserves the right to limit enrollment by giving written notice, or by giving notice by telephone followed by written notice, to the Institution and the Principal Investigator to cease further enrollment of Subjects in the Clinical Trial.
- **"GCP"** means:
  - (i) "Good Clinical Practices Guidelines" means the Good Clinical Practices Guidelines for conduct of clinical studies in India, formulated by the Central Drugs Standard Control Organisation and adopted by the Drugs Technical Advisory Board. The current international ethical and scientific quality standards for designing, conducting, recording and reporting clinical studies known as ICH Guidelines for Good Clinical Practice.
  - (ii) The current international ethical and scientific quality standards for designing, conducting, recording and reporting clinical studies known as ICH Guidelines for Good Clinical Practice.
- **"Health Authorities"** means applicable health authorities, either governmental, regulatory or otherwise, including but not limited to the Drug Controller General (India) ("DCGI")
- **"Indemnatee"** means collectively the Institution, its trustees, officers, directors, agents, Additional Personnel and the Principal Investigator.
- **"Inventions"** means any inventions, discoveries, or innovations, products, processes, data, reports, results, formulations, technologies and compounds whether patentable or not, arising directly or indirectly, in the performance of the Clinical Trial under this Agreement or using Clinical Trial funds or otherwise arising out of use of the Product.
- **"Person"** means an individual, partnership, joint venture, trustee, trust, corporation, unincorporated organization or other entity or a government, state or agency, or political subdivision thereof.
- **"Personal Data"** means any and all data concerning an individual participating in the Clinical Trial whether as a Subject or as an investigator.

*[Handwritten signature]*





- **"Principal Investigator"** means the person who is named on the head of the Agreement and corresponds to the person who is named *"Investigator"* or *"Principal Investigator"* in the Protocol.

- **"Protocol"** means the last version of the protocol approved including any and all amendments, which will be considered as attached hereto upon completion, and is incorporated herein by reference.

It is agreed that this Agreement shall be governed by the most recent version of the Protocol, and should this Agreement be executed prior to complete finalization of the Protocol, the last-dated version thereof will be considered to be incorporated by reference in place of any prior versions. In the event that there is a conflict between the terms of the Protocol and the terms of this Agreement, the terms of this Agreement will govern with respect to contract terms and conditions but the Protocol will govern with respect to the conduct of the Clinical Trial and with respect to serving the best interests of patient welfare.

- **"Public Presentation"** means, collectively or individually, drafts of abstracts and/or manuscripts for publication (including slides and texts of oral or other public presentations).

- **"Privacy Rules"** means any national and international standards of practice, establishing a category of information regarding patients or Subjects, which may be used or disclosed to others in certain circumstances or under certain conditions.

- **"Processing"** means the collection, use, transfer, storage, deletion, processing (both by computer and manually), combination or other use of personal data or information as contemplated by any applicable data protection laws.

- **"Recipient"** means, collectively and individually, the Institution [Department of Padiatrics, Bharati Vidyapeeth Deemed to be University Medical College, Katraj, Dhankawadi, Pune-411043 India] and/or the Principal Investigator and/or Additional Personnel.

- **"Related Person(s)"** means any Person(s) having a relationship with a Party whether as an employee, Additional Personnel, Affiliate, agent or representative.

- **"Subject"** means an individual who is selected in accordance with the terms of the Protocol to participate in the Clinical Trial.

**"SOPs"** means the Sponsor's Standard Operating Procedures as amended from time to time to be used for the purpose of the Clinical Trial

**"Institution"** means the location(s) where the Clinical Trial activities are conducted by the Institution and/or the Principal Investigator.





## CLINICAL TRIAL PROTOCOL

A PHASE 2/3, OBSERVER-BLIND, RANDOMIZED, CONTROLLED STUDY TO DETERMINE THE SAFETY AND IMMUNOGENICITY OF COVISHIELD (COVID-19 VACCINE) IN HEALTHY INDIAN ADULTS

Protocol number:	ICMR/SII-COVISHIELD
Version:	2.0
Date:	29 Jul 2020
Amendment:	00
Investigational Products:	COVISHIELD (SII-ChAdOx1 nCoV-19) and Oxford/AZ-ChAdOx1 nCoV-19: Oxford/AZ-ChAdOx1 nCoV-19 vaccine, a replication-deficient simian adenoviral vector expressing the spike (S) protein of SARS-CoV-2

### SPONSORED BY



**SERUM INSTITUTE OF INDIA PRIVATE LIMITED (SIPL)**

212/2, Off Soli Poonawalla Road, Hadapsar, Pune-411028, INDIA

### CO-SPONSORED BY

**INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR)**

V. Ramalingaswami Bhawan, P.O. Box No. 4911

Ansari Nagar, New Delhi - 110029, INDIA

### CONFIDENTIAL

This document is confidential and is to be distributed for review only to investigators, potential investigators, consultants, study staff, and applicable Independent Ethics Committees or Institutional Review Boards. The contents of this document shall not be disclosed to others without written authorization from SIPL, unless it is necessary to obtain informed consent from potential study volunteers.



**TABLE OF CONTENTS**

<b>LIST OF ABBREVIATIONS .....</b>	<b>4</b>
<b>1. GENERAL INFORMATION .....</b>	<b>19</b>
<b>2. INTRODUCTION &amp; BACKGROUND INFORMATION .....</b>	<b>22</b>
2.1 INTRODUCTION .....	23
2.2 BACKGROUND .....	25
2.3 STUDY VACCINES .....	38
2.4 RATIONALE FOR STUDY DESIGN .....	39
<b>3. OBJECTIVES AND ENDPOINTS .....</b>	<b>39</b>
3.1 PRIMARY AND CO-PRIMARY OBJECTIVE(S) AND ESTIMAND(S) .....	40
3.2 SECONDARY OBJECTIVES AND ESTIMANDS .....	42
3.3 EXPLORATORY OBJECTIVES AND ESTIMANDS .....	42
<b>4. STUDY DESIGN .....</b>	<b>45</b>
<b>5. STUDY POPULATION .....</b>	<b>45</b>
5.1 INCLUSION CRITERIA .....	46
5.2 EXCLUSION CRITERIA .....	47
<b>6. TREATMENT OF STUDY PARTICIPANTS .....</b>	<b>47</b>
6.1 DESCRIPTION OF STUDY VACCINES .....	49
6.2 PRECAUTIONS TO BE OBSERVED IN ADMINISTERING STUDY VACCINES .....	50
6.3 PREPARATION AND ADMINISTRATION OF THE STUDY VACCINE .....	51
6.4 VACCINE SUPPLY, LABELLING, STORAGE, ACCOUNTABILITY AND DISPOSAL .....	52
<b>7. STUDY PROCEDURES .....</b>	<b>52</b>
7.1 GENERAL CONSIDERATIONS .....	52
7.2 STUDY VISITS .....	59
7.3 TESTING FOR COVID-19 DURING THE STUDY PERIOD .....	59
7.4 PARTICIPANT DISCONTINUATION .....	61
7.5 MANAGEMENT OF PREGNANCY DURING STUDY .....	61
7.6 PRIOR AND CONCOMITANT THERAPY .....	61
<b>8. ASSESSMENTS OF IMMUNOGENICITY AND DISEASE INCIDENCE .....</b>	<b>61</b>
<b>9. METHODS FOR PROCESSING, LABEL AND STORAGE OF BLOOD SAMPLES .....</b>	<b>62</b>
<b>10. ASSESSMENT OF SAFETY .....</b>	<b>63</b>
10.1 SAFETY MONITORING .....	63
10.2 PROTOCOL SAFETY REVIEW TEAM .....	63
10.3 ADVERSE EVENT (AE) .....	63
10.4 SERIOUS ADVERSE EVENT (SAE) .....	64
10.5 REPORTING PERIOD AND PARAMETER .....	65
10.6 ADVERSE EVENTS OF SPECIAL INTEREST (AESI) .....	65
10.7 SEVERITY OF ADVERSE EVENTS .....	65
10.8 CAUSALITY OF ADVERSE EVENTS .....	66



10.9	FOLLOW-UP OF ADVERSE EVENTS .....	67
10.10	GENERAL GUIDANCE ON REPORTING ADVERSE EVENTS .....	67
10.11	REPORTING OF SAE .....	68
10.12	TREATMENT OF AE AND SAEs .....	70
11.	STATISTICAL CONSIDERATIONS .....	70
11.1	OVERVIEW AND GENERAL CONSIDERATIONS .....	70
11.2	RANDOMIZATION .....	71
11.3	SAMPLE SIZE AND POWER .....	72
11.4	ANALYSIS POPULATIONS .....	72
11.5	ANALYSIS PLAN .....	74
12.	QUALITY CONTROL AND QUALITY ASSURANCE .....	91
12.1	PRE-STUDY DOCUMENTATION .....	91
12.2	MONITORING .....	91
12.3	DATA MANAGEMENT AND PROCESSING .....	92
12.4	STUDY AND SITE CLOSURE .....	94
12.5	AUDITS AND INSPECTIONS .....	94
13.	REGULATORY AND ETHICAL REQUIREMENTS .....	95
13.1	ETHICS COMMITTEE REVIEW AND COMMUNICATION .....	95
13.2	PROTOCOL AMENDMENTS .....	95
13.3	PARTICIPANT INFORMATION AND INFORMED CONSENT .....	96
13.4	PARTICIPANT CONFIDENTIALITY .....	96
13.5	ETHICAL CONDUCT OF THE STUDY .....	97
14.	DATA HANDLING AND RECORD KEEPING .....	97
15.	INSURANCE AND COMPENSATION OF STUDY PARTICIPANTS .....	98
16.	PUBLICATION POLICY & CONFIDENTIALITY .....	98
17.	REFERENCES .....	100

**APPENDIX:**

- I. Sponsor's Signature Page
- II. Declaration of Helsinki
- III. Investigator's statement of compliance
- IV. Study Sites and Principal Investigator Information
- V. Division of AIDS (DAIDS) Table for Grading the Severity of Adult and Pediatric Adverse Events, corrected version 2.1, July 2017



## PROTOCOL SUMMARY

<b>Title</b>	A phase 2/3, observer-blind, randomized, controlled study to determine the safety and immunogenicity of COVISHIELD (COVID-19 vaccine) in healthy Indian adults
<b>Study No.</b>	ICMR/SII-COVISHIELD
<b>Phase</b>	2/3
<b>Study rationale</b>	<p>The COVID-19 epidemic has caused major disruption to healthcare systems with significant socioeconomic impacts. Containment measures have failed to stop the spread of virus, which has reached pandemic levels. There are currently no specific treatments available against COVID-19 and accelerated vaccine development is urgently needed.</p> <p>Live attenuated viruses have historically been among the most immunogenic platforms available, as they have the capacity to present multiple antigens across the viral life cycle in their native conformations. However, manufacturing live-attenuated viruses requires complex containment and biosafety measures. Furthermore, live-attenuated viruses carry the risks of inadequate attenuation causing disseminated disease, particularly in immunocompromised hosts. Given that severe disease and fatal COVID-19 disproportionately affect older adults with co-morbidities, making a live- attenuated virus vaccine is a less viable option.</p> <p>Replication competent viral vectors could pose a similar threat for disseminated disease in the immuno-suppressed. Replication deficient vectors, however, avoid that risk while maintaining the advantages of native antigen presentation, elicitation of T cell immunity and the ability to express multiple antigens.</p> <p>Subunit vaccines usually require the use of adjuvants and whilst DNA and RNA vaccines can offer manufacturing advantages, they are often poorly immunogenic requiring multiple doses, which is highly undesirable in the context of a pandemic.</p> <p>Chimpanzee adenovirus (ChAd) vaccine vectors have been safely administered to thousands of people using a wide range of infectious</p>



## CLINICAL TRIAL AGREEMENT

THIS CLINICAL TRIAL AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_ 2020 (hereinafter "Effective Date") by and between:

**Serum Institute of India Pvt. Ltd.** a company incorporated under Companies Act, 1956 having its registered office at 212/2, Off Soli Poonawalla Road, Hadapsar, Pune 411028, India. (hereinafter "Sponsor");

**DiagnoSearch Life Sciences Pvt. Ltd.** a company incorporated under Companies Act, 1956 having its registered office at 702, Dosti Pinnacle, Plot No. E-7, Road No. 22, Wagle Industrial Estate, Thane- 400604, Maharashtra, India (hereinafter "CRO"), acting on behalf of **Serum Institute of India Pvt. Ltd. / the Sponsor**;

**Dr Sanjay Lalwani**, Bharati Vidyapeeth (Deemed To Be University) Medical College and Hospital, Department of Pediatrics, Pune-Satara road, Dhankawadi, Katraj, Pune- 411043. Maharashtra, India; hereinafter referred to as Investigator;

AND

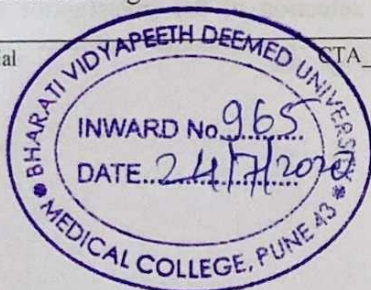
**Bharati Vidyapeeth (Deemed To Be University) Medical College and Hospital**, Pune-Satara road, Dhankawadi, Katraj, Pune- 411043. Maharashtra, India; hereinafter referred to as Institution.

WHEREAS CRO is engaged in the business of managing and providing clinical research services and related activities and has been appointed by Sponsor to arrange and administer a clinical Study entitled:

**A Multicenter, Phase III, Double-Blind, Randomized, Placebo Controlled Study to Evaluate the Efficacy of Recombinant BCG VPM1002 in Reducing Infection Incidence and Disease Severity of SARS-COV-2/COVID-19 Among High-Risk Subject under Protocol no. – SII-rBCG/COVID-19/IN-01, Version 3.0 Dated: 11 April 2020 ("the Protocol")** and has entered into an agreement with Sponsor or one of its affiliates concerning the management, funding and administration of the Study;

AND WHEREAS Sponsor intends to appoint Investigator relating to the said **SII-rBCG/COVID-19/IN-01**, Clinical Study and requires CRO to supervise the services / activities to be undertaken by Investigator along with the services provided by CRO to Sponsor.

AND WHEREAS Institution and Investigator have each reviewed sufficient information regarding Sponsor's vaccine viz. SII-rBCG VPM1002 (the "Study Vaccine"), the Protocol for the Study and the Investigator Brochure to evaluate their interest in participating in the Study and each desires to participate in the Study as more particularly described in this Agreement.





NOW, THEREFORE, subject to the terms, conditions and covenants hereinafter set forth CRO, Investigator and Institution agree as follows.

The Sponsor, CRO, Investigator and Institution are sometimes hereinafter individually referred to as a Party and collectively as Parties.

## Article 1 – The Study

1.1 The Institution and the Investigator undertake to conduct the Study in strict accordance with various guidelines and applicable regulatory requirements including but not limited to (a) the current World Medical Association Declaration of Helsinki titled, "Ethical Principles for Medical Research Involving Human Subjects;" (b) the current ICH Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95); (c) the current Indian Ministry of Health and Family Welfare guideline for good clinical practice titled, "Good Clinical Practices for Clinical Research in India;" (d) the current Indian Council of Medical Research ethical guideline for clinical research titled, "Ethical Guidelines for Biomedical Research on Human Subjects;" (e) the written requirements of all reviewing Institutional Ethics Committees and institutional review boards (collectively, the Institutional Ethics Committees) (f) Sponsor's Standard Operating Procedure (SOP)s, if required; Institution's own SOP, the Protocol which is approved by Sponsor, Investigator and the IRB and a copy of which is attached hereto as Schedule A (g) such other guidelines as may be issued by Indian Council of Medical Research and Ministry of Health and Family Welfare and (h) data privacy laws as may be applicable and subsequent amendments if any, to the above guidelines and such other regulations that may be pronounced by a competent authority from time to time (hereinafter "Regulatory Requirements"). It is understood and agreed that, in the event of a conflict among any of the Standards, the most stringent Standard shall apply.

1.2 The Investigator hereby certifies and undertakes that s/he is not and has not been debarred under the Drugs and Cosmetics Acts 1940, Drugs and Cosmetics Rules, 1945, and any legislation in connection with any of the services or work provided hereunder as amended, or any other similar legislation, or excluded by a regulatory authority from participating in the development or approval of a drug or biological or disqualified by a regulatory authority as a clinical investigator, and that this certification may be relied upon in any applications to the Federal Food and Drug Administration for drug approval. Furthermore, the Institution and Investigator hereby certify and undertake that they will not use the services of a person so debarred, and that such certification can be similarly relied upon. It is understood and agreed that this certification imposes a continuing obligation upon the Institution and Investigator to notify the CRO/Sponsor of any change in the truth of this certification.

1.3 The Investigator acknowledges and agrees that its obligations set forth herein are of a personal nature and that the character, competence and reputation of the Investigator were instrumental in the Sponsor's / CRO's selection of the Investigator for the

conduct of the Study. Consequently, the Sponsor shall, in any way transfer, code or assign, directly or indirectly, to a third party. If Investigator should be removed from the Institution shall consult the principal investigator. In such event, the Sponsor shall provide by new principal investigator provided by CRO to Sponsor. The Sponsor shall ensure enrolment of subjects in continuation of subjects in the Study. The Sponsor & Sponsor on a case to case basis shall ensure outgoing Investigator's omissions, and liabilities. The Principal Investigator

1.4 The Institution and the Investigator shall ensure professional manner and efforts to complete the Study.

1.5 Parties agree to comply with the terms and to comply with the terms set forth in this Agreement.

1.6 CRO will be responsible regarding the Study.

1.7 Before the Sponsor seek any application for approval, the representative of its institution need to be debarred or a



conduct of the Study. Consequently, it is agreed that the Investigator may not in any way transfer, cede or assign, directly or indirectly, the rights granted herein to any third party. If Investigator should become unwilling or unable to conduct the Study, the Institution shall consult with the CRO regarding the appointment of a new principal investigator. In such an event, CRO shall supervise the services / activities undertaken by new principal investigator relating to the Study along with the services provided by CRO to Sponsor. If both Parties cannot agree on a substitute, all further enrolment of subjects into the Study shall immediately cease and decision on the continuation of subjects already recruited in the Study will be taken jointly by CRO & Sponsor on a case to case basis. However, it is agreed between the Parties that, the outgoing Investigator shall be liable and responsible for all his acts, deeds, actions, omissions, and liabilities arising there from, during the period he / she acts as a Principle Investigator.

- 1.4 The Institution and the Investigator undertake to conduct the Study in an efficient and professional manner under the provisions of this Agreement and will use their best efforts to complete the Study within the time period agreed between the Parties.
- 1.5 Parties agree to coordinate the day-to-day management of the Study with each other and to comply with and perform their respective responsibilities and activities as set forth in this agreement.
- 1.6 CRO will act as a contact point for the Investigator, Institution and Sponsor, regarding any issue which may arise in the implementation of the Study.
- 1.7 Before commencing the Study, within seven (7) business days the Investigator will seek approval to conduct the Study from the IRB and shall obtain consent as per applicable local regulations of all Study Subjects (or, if permitted their legal representative) who participate in the Study, including consent to allow Sponsor and its Affiliates (hereinafter defined) to access personal and medical information as necessary to monitor the Study or to receive and use Study data. Investigator must deliver to the Sponsor/CRO the written approval for the conduct of the Study, the approved informed consent form and the terms of the Protocol from the IRB. Sponsor may terminate this Agreement under Article 8 (**Term and Termination; Effect of Termination**) upon the failure of the Investigator to seek the aforementioned approval from IRB. In this Agreement "Affiliate" means any entity that controls, is controlled by, or is under common control with the party being referred to. In this context, "control" shall mean (1) ownership by one entity, directly or indirectly, of at least fifty percent (50%) of the voting stock of another entity; or (2) power of one entity to direct the management or policies of another entity, by contract or otherwise;
- 1.8 The Sponsor/CRO is under no obligation to release Study Vaccine or any other related supplies as defined in Protocol to the Investigator unless and until satisfactory proof of IRB approval is submitted to the CRO.
- 1.9 The Investigator and Institution hereby warrants that they:



- (a) shall use Study Vaccine only to conduct the Study in accordance with the Protocol; shall not chemically, physically or otherwise modify Study Vaccine, unless specifically required to do so by the Protocol; and shall handle, store, ship and dispose of Study Vaccine with appropriate care and in compliance with manufacturer's instructions in writing or over an email and all applicable local, state and federal laws, rules and regulations, including, but not limited to, those governing hazardous substances.
- (b) shall not charge any Study subject or third-party payer for Study procedures required by the Protocol that are paid for by CRO/Sponsor under this Agreement or for any Study Vaccine that is provided or paid for by CRO/Sponsor.
- (c) received a copy of the Investigator Brochure and has read and understood its contents.
- (d) shall prepare, document and maintain records and case histories on the case report form supplied by the CRO, retain such data and records after completion of the Study, and obtain advance informed consent from each of the subjects, or their duly authorized representatives, as defined in the Protocol participating in the Study (hereinafter "Subjects").
- (e) shall administer the preparation of laboratory tests for shipment (e.g., centrifuge, freezing, packing, labeling) and arrange for courier services with respect to the shipment of biological samples (e.g., completion of shipment forms, ensure the relevant shipment procedure and safe delivery of the shipment);
- (f) shall report adverse events and serious adverse events as required by the regulation in force and amended from time to time. The definition of 'Adverse Events' and 'Serious Adverse Events' and the reporting procedure are included in the Protocol, which shall be followed for such reporting.
- (g) agree to inform Sponsor / CRO promptly if they become aware of material non-compliance with the Protocol, ICH Good Clinical Practices, or any applicable laws, rules or regulations; incomplete or inaccurate recording of data; or any significant misconduct or other matters of concern relating to the performance of the Study at Institution.

1.10 Any change, amendment or modification to this Agreement or any Schedule hereto must be authorized in writing by all Parties. Provided however those changes to the Protocol may be made (i) in accordance with procedures outlined in the Protocol, or (ii) with the agreement of the Investigator, Institution and Sponsor. Any changes to the Protocol shall be accompanied by such notification, review and/or approval of the IRB as may be required by applicable law and/or the Protocol. The Institution and the Investigator shall not consent to any change in the Protocol requested by the relevant IRB without the prior written consent of CRO or SPONSOR.

Date 30/1  
Principal  
Office Sup  
Dispatch

Protocol No. SII-rBCG/COVID-19/IN-01  
1.11 The Investigator shall comply with applicable law and regulations, including, but not limited to, those governing hazardous substances, hereinafter referred to as "Applicable Laws". CRO / Sponsor shall ensure that the Investigator is duly licensed to conduct the Study.

1.12 The Investigator shall return the Study Vaccine to the Sponsor upon completion of the Study.

1.13 The Investigator shall ensure that the Study Vaccine is stored in accordance with the Protocol.



- 1.11 The Investigator may appoint such other individuals as she/he, in accordance with applicable law and/or the Protocol, may deem appropriate as sub-investigators to assist in the conduct of the Study (such other individuals are collectively referred to hereinafter as "Sub-investigators"). All such Sub-investigators must be approved by CRO / Sponsor and copies of their curriculum vitae and other regulatory documentation as required (such as financial disclosure forms) forwarded to CRO/ Sponsor. The Investigator shall be responsible for leading any such team of Sub-investigators, and shall ensure that such Sub-investigators are properly qualified and licensed.
- 1.12 shall keep appropriate records of Study Vaccine received, dispensed, used, and returned to pharmacy/storage (and returned to CRO/Sponsor) in accordance with Regulatory Requirements.
- 1.13 Institution and Investigator agree that Sponsor / CRO may make public the names of the Investigator and the Institution as part of a list of Investigators and Institutions conducting the Study when making either protocol or results summary register postings. Institution and Investigator agree that Sponsor may make public the amount of funding provided to Institution by Sponsor for the conduct of the Study and may identify Institution and Investigator as part of this disclosure. Investigator agrees that, if Investigator, consistent with the terms of this Agreement, speaks publicly or publishes any article or letter about a matter related to the Study or Study Vaccine or that otherwise relates to Sponsor, Investigator will disclose that he/she was an investigator for the Study.
- 1.14 The CRO/ Sponsor shall provide, without cost, sufficient amounts of the Study Vaccine to conduct the Study. The Institution and Investigator may not use or dispose of the Study Vaccine in any way other than as specified in the Protocol.
- 1.15 Institution agrees that any nationally-licensed medicinal products that are not the subject of the Study but are required for the routine care of a Study subject during and after the Study for the disease or condition to which the Study relates are expected to be available to the Study subject and funded through the usual operations of the local healthcare system independently from the Study and without expectation of support from CRO and/or Sponsor.
- 1.16 Institution/Investigator agree to record all side effects including laboratory abnormalities, whether serious or not, of which they may become aware in the appropriate Case Report Forms (CRFs) and in medical files of the subjects in accordance with the requirement set out in the Protocol.
- 1.17 Upon reasonable notice and at reasonable times, Institution and the Investigator shall permit representatives of the CRO and/or the Sponsor to examine their representative facilities, to validate case reports against original data in their files, to make copies of relevant records and monitor the work performed hereunder, and to determine the adequacy of the facilities and whether the Study is being conducted in compliance with this Agreement, and Regulatory Requirements. CRO/Sponsor representative should also be permitted to review the relevant financial documents



## CLINICAL SERVICES AGREEMENT

This Agreement ("AGREEMENT") is entered into this 7 July 2020 by and between

**Synexus Clinical Research Limited**, with its registered office at Sandringham House, Ackhurst Business Park, Foxhole Road, Chorley, United Kingdom, PR7 1NY (hereinafter "Synexus")

and

**Bharati Vidyapeeth (Deemed To Be University) Medical college & Hospital** with a site and place of business at Bharati Hospital, Bharati Vidyapeeth Deemed to be University Medical College, Katraj, Pune, Maharashtra, India (hereinafter called the "Institution")

and

**Dr. Kavita Srivastava** with a place of business at J/10, Omega Paradise, Wakad, Pune 411057, Maharashtra, India (hereinafter the "Investigator").

### 1 BACKGROUND

- 1.1 Synexus is contracted by PPD Global Ltd (hereinafter the "CRO") to act as its subcontractor for the below Study. CRO is acting as the Contract Research Organization for Eisai Limited, European Knowledge Centre, Mosquito Way, Hatfield, Hertfordshire, AL10 9SN, United Kingdom, who is the sponsor of the Study (hereinafter the "Sponsor").
- 1.2 Sponsor is developing an investigational product called Perampanel (hereinafter called the "Investigational Product") for use in pediatric epilepsy (hereinafter called the "Study Indication") to provide services in relation to the Study (hereinafter the "Study") described in Protocol number E2007-G000-338 entitled *"A Multicenter, Double-Blind, Randomized, Placebo-Controlled Trial With an Open-Label Extension Phase of Perampanel as Adjunctive Treatment in Subjects at Least 2 Years of Age With Inadequately Controlled Seizures Associated With Lennox-Gastaut Syndrome"* (hereinafter the "Protocol").
- 1.3 Synexus is an experienced clinical trial site management organization, engaged in the business of providing recruitment services and setting up clinical trial sites, arranging the placement, executing and managing of pharmaceutical and biotechnology industry-sponsored clinical trials.
- 1.4 Synexus and CRO have entered into a Clinical Study Work Order dated 6 July 2020 to perform services in connection with the Protocol (the "Prime Contract") and under which Synexus will subcontract services to investigator sites.
- 1.5 Synexus wishes to engage the Institution and Investigator (Investigator being an employee or subcontractor of the Institution) to conduct the Study in accordance with the Protocol

Synexus wishes to engage its partner S4 Research Private Limited ("S4") an Indian Site Management Organization with whom Synexus entered into a Master Service Agreement on 01 April 2015, amended as of 31 March 2020 ("S4 Amendment #1"). This engagement includes for the provision of study management, site management, patient recruitment and retention, quality





oversight and other experience as applicable in supporting clinical research in India.

- 1.6 Synexus, Institution and Investigator, are willing to provide services on the terms and conditions set out in this Agreement, including all Schedules to this Agreement, which are duly incorporated herein by reference, including but not limited to in accordance with the Prime Contract.

**IT IS HEREBY AGREED AS FOLLOWS:**

**2 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set out below:

- 2.1 Agreement  
Means the agreement comprising the terms of this Clinical Services Agreement and the duly incorporated Prime Contract.
- 2.2 Case Report Form (CRF)  
Report in a format prepared by the Sponsor and/or CRO and completed by the Investigator documenting the administration of the Investigational Product to participants, as well as all tests and observations related to the Study (as hereinafter defined).
- 2.3 Data Protection and Privacy Laws  
"Data Protection and Privacy Laws" means all applicable laws, regulations, and regulatory requirements and guidance relating to data protection and privacy globally, including: (a) the General Data Protection Regulation 2016/679 ("GDPR"); (b) GDPR or related legislation of any member state of the European Economic Area; (c) the Health and Insurance Portability and Accountability Act of 1996, and all regulations promulgated under that Act (collectively, "HIPAA"); and (c) any other law now in force or that may in future come into force, in any relevant jurisdiction, governing the Processing of Personal Data applicable to any party to this Agreement.
- 2.4 Investigator Brochure  
A brochure provided by the Sponsor that contains summary information of all studies carried out during the development of the Investigational Product.
- 2.5 FDA  
The Food and Drug Administration of the United States Department of Health and Human Services.
- 2.6 Prime Contract  
The terms and conditions of the Prime Contract between Synexus and, CRO, whether that contract be entered direct with the Synexus client or subcontracted by Synexus Head Office, Synexus Clinical Research Limited of Sandringham House, Ackhurst Business Park, Chorley, PR71NY, United Kingdom .
- 2.7 Informed Consent Form  
Form prepared by CRO and/or Sponsor in conformance with the Regulations, and approved by the IRB/IEC and signed by all participants before they begin to participate in the Study.

Informed Consent



The process by which a Trial Subject voluntarily confirms his or her willingness to participate in a particular trial, after having been informed of all aspects of the trial that are relevant to the subject's decision to participate and is documented by means of a written, signed and dated Informed Consent Form.

- 2.8 Investigational Product  
The Investigational Product(s), which is/are the subject matter of the Protocol.
- 2.9 IRB/IEC (Institutional Review Board/ Independent Ethics Committee)  
The board, committee or other group formally instituted to review and approve the initiation of, and conduct reviews of, biomedical research involving human subjects.
- 2.10 Personal Data, "Controller", "Data Subject", "Processing" (and "Process" or "Processes"), and "Processor"  
These terms shall have the same meanings as under the GDPR, and shall also include these terms, or corresponding terms, as defined under any other applicable Data Protection and Privacy Laws. In particular, "Personal Data" shall also include "health information" and "protected health information" as defined by HIPAA, patient-level key-coded data, and images. Data Subject shall also include a "person" or "individual" as defined by applicable Data Protection and Privacy Laws, including an "individual" as defined by HIPAA.
- 2.11 Personnel  
Any person who is engaged in any activity on behalf of Institution or Investigator to perform the Services or any aspect thereof, including employees, temporary workers, and independent contractors.
- 2.12 Protocol  
The details of the Study contained in protocol **E2007-G000-338** and duly incorporated into this Agreement as attached at Appendix 1 and as may be amended from time to time.
- 2.13 Qualified Participant  
Any participant, who upon entrance into the treatment phases of the Study, meets all of the inclusion criteria and none of the exclusion criteria set forth in the Protocol and has signed a valid IRB/IEC approved Informed Consent Form where applicable in line with ICH GCP requirements.
- 2.14 Regulations  
Any relevant legislation, codes or guidelines directly or indirectly related to the conduct of the Study including but not limited to (as applicable) the clinical trials Directive 2001/20/EC and its transforming legislation in the relevant countries of the European Union, the ICH GCP Guideline ("GCP"), and/or any other relevant applicable legislation, codes or guidelines (including without limitation the (US) Federal Food, Drug and Cosmetic Act) issued by any Regulatory Authority. For the avoidance of doubt such legislation, codes or guidance shall include those related to the protection and privacy of the personal data of individuals, such as GDPR.
- 2.15 Regulatory Authority  
Any governmental agency, administrative agency or professional body having authority under applicable law to regulate, and/or apply Regulations to the conduct of clinical trials and all ancillary matters related thereto, and/or the national or multinational authority responsible for granting regulatory approval in a particular country or multinational group of countries including without limitation the European Medicines Agency ("EMA") and the FDA.







### Responsibilities of AYJNISHD (D):

1. Selection and referral of suitable candidates for Cochlear Implant Surgery subject to medical & radiological clearance from operating surgeon.
2. Supply of Cochlear Implant Device to the Hospital.
3. Payment of bills relating to Cochlear Implant Surgery to the "Hospital" as per AYJNISHD(D) norms.
4. Payment of bills related to Post-operative rehabilitation undertaken by Hospital / rehabilitation professionals as per AYJNISHD (D) norms.

### Responsibilities of Hospitals:

1. Conducting Cochlear Implant surgery for candidates approved by AYJNISHD(D) based on the recommended practices subject to medical clearance from operating surgeon at FREE OF COST. The responsibility lies with the Hospital and operating surgeon to complete the surgery at the earliest without causing expiry of implants.
2. Providing post-operative rehabilitation services of well-trained Audiologist /Speech Language Pathologist/Special educator(HI) /AVT therapist to the cochlear implantees.
3. Permitting Professional/s deputized by AYJNISHD(D) as observer/s during intra operative monitoring.
4. Permitting the inspection team appointed by AYJNISHD(D) for physical verification of infrastructural facilities and services available in the Hospital for Cochlear Implant surgery and/or rehabilitation services.
5. Submitting the Post-operative (surgery) notes individually/jointly signed by the operating surgeon and/or Mentor (where ever applicable) to the Director, AYJNISHD(D), Mumbai.
6. Taking adequate precautionary measures to avoid Medico-legal issues arising at any point of Cochlear Implant surgery and thereafter. On the contrary, "Hospital" and operating surgeon will be solely responsible for such Medico-legal issues.
7. Obtaining duly signed declaration from the parents of cochlear implanters about accessing post-operative rehabilitation services from rehab professionals assigned by the Hospital/AYJNISHD (D). The rehabilitation professional will be mainly responsible for offering uninterrupted post-surgery intervention services for a period of 2 years at free of cost.
8. Monitoring the progress of children implanted at the hospital for a period of 2 years.
9. Submitting Monthly/Quarterly/Annual report on the surgery /post rehabilitation activities carried out by the Hospital under ADIP CI scheme.

### Joint responsibility (AYJNISHD (D) & Hospitals):

1. Disseminating information about ADIP-CI scheme
2. Identifying suitable candidates for cochlear implant surgery
3. Offering free Pre Implant counseling to parents
4. Obtaining informed written consent from the parents/care givers that they have been informed about the procedure and outcome of Cochlear Implantation before surgery.
5. Updating of information on AYJNISHD(D) website and sharing with DEPWDs, MSJE

The Validity of the Memorandum of Understanding is for two years from the date of signing.

Authorized Signature of

Hospital

Witness

1.

2.

**Dr. Sanjay Lalwani**  
Medical Director  
Bharati Hospital & Research Center  
Dhankawadi, Pune - 411 043

Director, AYJNISHD (D)

**I/C Principal**  
**Bharati Vidyapeeth**  
(Deemed To Be University)  
School of Audiology &  
Speech Language Pathology  
Dhankawadi, Pune-43

**Head of the Department**  
Department of Audiology &  
Speech Language Pathology  
**Bharati Vidyapeeth**  
(Deemed To Be University)  
School of Audiology &  
Speech Language Pathology  
Dhankawadi, Pune-43



भारतीय गैर न्यायिक

भारत INDIA 500

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

अनु.क्र. 680 दि. 28/11/2020 शु.शु.रकम. 500/-

दस्तावेज प्रकार: ..... १०८१६८

दस्ता नोंदणी: कायदार काढेला नसा ? जीव/मारी.

मिळकतीचे कार्य

मुद्रांक दिवस वेगव्यापक नाम भा.क्रि. होशियार

पता ..... २०६४७

दुरात्म्या पक्षकाराणे नांव ..... PNC

हस्तो व्यवस्थीये नाम्न य पयसा ..... अविनाशे वाम कवे

३  
मद्रास विकत पेढा-शास्त्री-राही १३४४

मद्रां विकत धेष्ठाशक्तो शही ५३४४ शिवाजीनगर पुणे म न धा नमर पुणे



18 SEP 2020

प्रथम मुद्रांक लिपीय  
लोभागार पुण करित  
पूर्व लेख पत्रे

## करारनामा

पुणे महानगरपालिका व भारती हॉस्पिटल अँड रिसर्च सेंटर, पुणे सातारा रोड, धनकवडी,  
ता. हवेली, जि. पुणे

पुढांक खंयेंदी केरकारासुन ६ न्हंय्यात आपणे बंधनकारक आहें.



## करारनामा

पुणे महानगरपालिका व भारती हॉस्पिटल अॅन्ड रिसर्च सेंटर, धनकवडी, पुणे सातारा रोड, ता. हवेली, जि. पुणे यांच्यामध्ये करारनामा आज वार ~~मंगळवार~~ - १३/१०/२०२० ते दिवशी

पुणे महानगरपालिका, पुणे ही महाराष्ट्र महानगरपालिका  
अधिनियम १९४९ अन्वये स्थापन करण्यात आलेली संस्था  
पत्ता:- म.न.पा. भवन, शिवाजीनगर, पुणे .५.  
पुणे महानगरपालिका

तर्फे

रुबल अग्रवाल, भा.प्र.से.  
अति.महापालिका आयुक्त (ज)  
पुणे महानगरपालिका  
वय- वर्षे, व्यवसाय - नोकरी

{ लिहून घेणार }

आणि

भारती हॉस्पिटल अॅन्ड रिसर्च सेंटर,  
पुणे सातारा रोड, धनकवडी, ता. हवेली, जि. पुणे

तर्फे

अधिकृत स्वाक्षरीकर्ता  
१) डॉ. अस्मिता जगताप,  
कार्यकारी संचालक,  
भारती हॉस्पिटल अॅन्ड रिसर्च सेंटर  
वय - वर्षे, व्यवसाय - नोकरी

{ लिहून देणार }

२) डॉ. संजय ललवाणी, वैद्यकीय संचालक,  
भारती हॉस्पिटल अॅन्ड रिसर्च सेंटर  
वय - वर्षे, व्यवसाय - नोकरी

{ लिहून देणार }

कारणे करारनामा लिहून देतो की,

ज्या अर्थी करारनामा लिहून घेणार ही संस्था महाराष्ट्र महानगरपालिका अधिनियम १९४९ अन्वये अस्तित्वात आलेली संस्था असून लिहून घेणार यांचे तर्फे मा. आयुक्त यांनी आरोग्य कार्यालय जा.क्र. एचओ/१९४, दि.०९/०४/२०२० अन्वये आरोग्य कार्यालयामार्फत सादर केलेल्या निवेदनांतर्गत पुणे महानगरपालिका व भारती हॉस्पिटल, धनकवडी, पुणे यांचेमध्ये कोवीड-१९ चे उपचारांबाबत करार करणेस मान्यता देण्यात आलेली आहे व सदर हॉस्पिटलसोबत करारपत्र करण्याचे अधिकार मा. अति. महापालिका आयुक्त (ज) यांना प्रदान केलेले आहेत.

ज्या अर्थी लिहून देणार भारती हॉस्पिटल अॅन्ड रिसर्च सेंटर, सातारा रोड, धनकवडी, पुणे यांचे तर्फे डॉ. अस्मिता जगताप, कार्यकारी संचालक यांना प्रस्तुतचा करारनामा करण्याचे अधिकार आहेत आणि कोरोना बाधित रुग्णांचे उपचारासाठी व्यवस्था करून देणेबाबत त्यांच्याशी करारनामा करणेबाबत मा. आयुक्त यांनी आरोग्य कार्यालय जा.क्र. एचओ/१९४, दि.०९/०४/२०२० मध्ये मान्यता देण्यात आलेली होती. त्या अर्थी सदरील करारनामा उभयपक्षांमध्ये करण्यात आलेला होता.

*Salun*





सदर कराराची मुदत दि.१२/१०/२०२० रोजी संपुष्टात येणार असल्याने, परंतु सदर कोरोना आजाराचा प्रादुर्भाव अद्यापही कमी झालेला नसल्याने, पुणे मनपा कार्यक्षेत्रांतर्गत पुणे शहरातील कोविडबाधित रुग्णांवर उपचार करणेसाठी ऑक्सिजन बेडची आवश्यकता असल्याने सदर कराराची मुदतवाढ करणे आवश्यक आहे. त्या अनुषंगाने करारनामा करण्यात येत आहे.

प्रस्तुत करारनाम्याच्या उभयपक्षावर बंधनकारक असणाऱ्या अटी व शर्ती येणेप्रमाणे

१. पुणे महानगरपालिका कार्यक्षेत्रांतर्गत पुणे शहरातील कोरोनाग्रस्त (कोविड - १९) रुग्णांचे उपचारासाठी आयसीयू मधील ११० ऑक्सिजन बेड व आयसीयू मधील ४० व्हेंटिलेटर बेड आरक्षित ठेवण्यात येणार असून केवळ पुणे म.न.पा.ने संदर्भित करण्यात आलेल्या रुग्णांची वैद्यकीय बीलांची पुणे महानगरपालिकेकडून प्रतिपूर्ती केली जाईल.
२. १. डेडीकेटेड कोविड सेंटर, बाणेर, २. सी.ओ.ई.पी. जंबो हॉस्पिटल, शिवाजीनगर ३. डॉ. नायडू सांसर्गिक रोग रुग्णालय, पुणे ४. कै. दौपदाबाई मुरलीधर खेडेकर हॉस्पिटल, बोपोडी या ठिकाणी आयसीयू बेड व ऑक्सिजन बेड उपलब्ध नसल्यास, सदर रुग्णास आपले रुग्णालयाकडे (भारती हॉस्पिटल अँड रिसर्च सेंटर, पुणे सातारा रोड, धनकवडी, ता. हवेली, जि. पुणे) रेफरल फॉर्म देवून संदर्भित करणेत येईल. फक्त अशा रुग्णांचे बिल करारनाम्या अंतर्गत पुणे म.न.पा. नियमानुसार अदा करण्यात येईल. तसेच आरोग्य विभागाकडून लेखी शिफारस करण्यात आलेल्या रुग्णांना आपले रुग्णालयाकडे दाखल करून घेणेत यावे. अशा रुग्णांचेही बिल पुणे म.न.पा. मार्फत नियमानुसार अदा करण्यात येईल.
३. महात्मा फुले जन आरोग्य योजनेअंतर्गत रुग्णांना शासनाच्या नियमानुसार औषधोपचार करण्याचे लिहून देणार यांनी मान्य केले आहे.
४. सदर पुणे म.न.पा. ने संदर्भित केलेल्या कोरोनाबाधित रुग्णांच्या बिलांची प्रतिपूर्ती पुणे म.न.पा.मार्फत ३ महिन्यात करणेत येईल.
५. आवश्यक मनुष्यबळ, औषधे, उपकरणे व इतर साधनसामग्रीची जबाबदारी लिहून देणार यांची राहिल. लिहून देणार यांचे सेवक वर्गाचा, डॉक्टर, स्टाफ इत्यादींचा वेतन /मानधन, विमा इत्यादी यांचा, तसेच औषधे व उपकरणे यांच्या खर्चाची जबाबदारी लिहून देणार यांचेवर राहिल. त्याची कोणतीही तोशीष पुणे महानगरपालिकेस लागू राहणार नाही.
६. पुणे म.न.पा.चे मागणीनुसार वेळोवेळी आवश्यक ते अहवाल सादर करणेची जबाबदारी लिहून देणार यांची राहिल.
७. वर नमूद केलेल्या कोणत्याही अटीचा लिहून देणार यांनी भंग केल्यास, १ महिन्याची पुर्वसूचना देवून, करारनामा रद्द करण्याचा अधिकार लिहून घेणार यांना राहिल, हे लिहून देणार यांनी मान्य केले आहे.
८. वरील करारनाम्याचे अटी व शर्ती उभयपक्षी यांना मान्य असून, त्या बंधनकारक राहतील. त्यावर साक्षीदारांसमोर सहया केल्या आहेत.
९. रुग्णालयाची सुरक्षा सेवा व स्वच्छता सेवा, निर्जंतुकीकरण व जैविक कचरा व्यवस्थापन या बाबत संपूर्ण जबाबदारी लिहून देणार यांची राहिल.
१०. कराराचा कालावधी हा दि.१३/१०/२०२० ते दि.१२/०१/२०२१ पर्यंत राहिल. कराराचा कालावधी संपल्यास, दोन्ही पक्षांच्या सहमताने कराराच्या मुदतीत वाढ करता येईल.
११. कराराचा कालावधी संपण्यापूर्वी दुसऱ्या पक्षाला कराराची मुदत संपण्यापूर्वी किमान एक महिना आधी लेखी सूचना देवून हा करारनामा संपुष्टात आणणेस दोन्ही पक्ष स्वतंत्र आहेत.
१२. पक्षाच्या वाजवी नियंत्रणापलीकडे असणाऱ्या कारणांमुळे उदा. नैसर्गिक आपत्ती, भूकंप, आरोग्य आणीबाणी इत्यादी कारणांमुळे या करारांतर्गत देणारी पक्षीरीतील अपयश किंवा विलंबास कोणताही पक्ष जबाबदार राहणार नाही.

*Rubal*

*Galun*





१३ प्रस्तुत कराराविषयी काही वाद निर्माण झाल्यास सदर वादाबाबत मा. महापालिका आयुक्त यांचा निर्णय अंतिम राहील व तो लिहून देणार यांचेवर बंधनकारक राहील.

वरील करारनाम्याचे अटी आणि शर्ती आम्हास मान्य असून आम्ही साक्षीदारांसमक्ष सहया केलेल्या आहेत.

साक्षीदार

१. सही

नाव - Tadhar P. R.

पत्ता - BHRC PUNE

लिहून देणार



डॉ. अस्मिता जगताप,  
कार्यकारी संचालक

डॉ. संजय ललवाणी,  
वैद्यकीय संचालक

भारती हॉस्पिटल अँड रिसर्च सेंटर,  
सातारा रोड, धनकवडी, पुणे

{ लिहून घेणार }

साक्षीदार

१. सही

नाव - Dr. Anjali Sabne.

पत्ता - Pune.

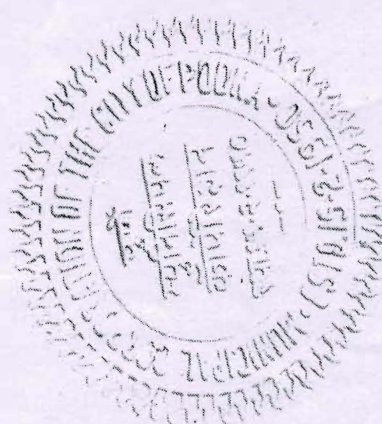
Rubal

रुबल अग्रवाल, भा.प्र.से.  
अति.महापालिका आयुक्त (ज)  
पुणे महानगरपालिका

पुणे महानगरपालिकेची मुद्रा आमच्या समक्ष ठसविली आहे.

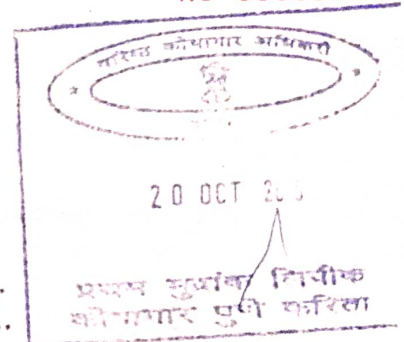
P. Sabne

MD





NC 030836

[illegible]

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made and executed on this 28<sup>th</sup> day of October 2015 at Pune (Maharashtra)

G. Pygmaea

Shank





**BETWEEN**

**JANSEVA FOUNDATION**, a public Charitable Trust, registered under Bombay Public Trust Act, 1950, represented by its Chairman Dr. Vinod Gajanan Shah, Age 65 years, having its office at Indulal Complex, 1<sup>st</sup> floor, Above Rupee Bank, L.B.S Marg, Pune-411030, herein after called as "Foundation" (which expression shall and include or shall be deemed to mean unless repugnant to the context or meaning thereof shall mean and include its trustees, office bearers, executors, assigns etc.)

... Party Of the one Part

**AND**

**BHARATI VIDYAPEETH DEEMED UNIVERSITY**, a University established under Section 3 of the University Grants Commission Act, 1956, having its registered office at 13, Sada Shiv Peth, L.B.S. Marg, Pune 411030, represented by its Registrar Mr. G. Jayakumar, herein after called as the "University" (which expression shall unless repugnant to the context or meaning thereof shall mean and include or shall be deemed to man and include its office bearers, executors, assigns, etc.)

... Party Of the other Part

Whereas, Janaseva Foundation is a Public Charitable Trust, with its objectives of social works and healthcare, elderly care, disabled care, destitute care and education. To its credit the Foundation has started various activities, such as (1) Rural Hospital and Mobile Health Units, (2) Old age Homes, (3) Physiotherapy Centers, (4) Destitute Rehabilitation Center (5) Grooming Academy, (6) Nursing School, (7) Day care Centre (8) Rural aging- Research Programs. A Complex is build up with the help of a generous Donation given by its patrons. The motto of the "Foundation" is "service to man is service to God" inspired from the spirit of Rashtrapita Mahatama Gandhi, so also the principals of affection inspired from Sane Guruji and kindness of Saint Mother Teresa.

*G. Jayakumar*



*Dr. V. G. Shah*



"Now this deed witnesseth as follows"

1) The initial term of this Memorandum of Understanding is in effect from the date of signing and will remain in effect and valid for one year period initially and extendable for further period either of the parties with a prior notice of one month in writing, in such a case, the interest of the patients will not be affected by either of the parties

2) Role and Responsibilities of Jananaseva Foundation

2.1 Maintenance of the Dental Clinic and dental equipments will be borne by "Foundation" at its cost.

2.2 Equipments, consumables, including free medicines to the patients to be provided by the 'Foundation'.

2.3 Provision of a qualified medical officer with necessary drugs and equipments to handle any medical emergencies that may arise during the dental treatment of patients.

2.4 Any responsibilities, liabilities rising from compensation demanded by patient or court matters arising out of and in consequence of such incidences shall be solely settled by the "Foundation".

3) Role and Responsibilities of Bharati Vidyapeeth University

3.1 The necessary expenditure of the required materials for treatment of patients will be borne by the University.

3.2 Travelling allowances and arrangements of the staff and interns/PG students of University's Dental College and Hospital, Pune to be provided by the University.

3.3 One staff member and 2 P.G students/interns from University's Dental College and Hospital, Pune should conduct the OPD and treatment 5 days in a week i.e from Monday to Friday 10.00am to 1.00pm and 1.30 to 3.00 pm at peripheral Dental Clinic at Ambi, Ranawadi (Panshet).

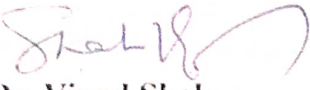
*G. Rajchamar*

*[Signature]*





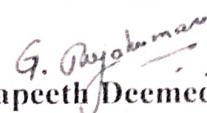
In witness whereof, the parties have set their respective hands, seals and signatures on date and year first herein above written.

  
Dr. Vinod Shah

Chairman

अध्यक्ष  
जनसेवा फाउंडेशन, पुणे

Janseva Foundation, Pune

  
For Bharati Vidyapeeth Deemed University

Registrar

Party of other part.....

Party of one part.....

Registrar  
Bharati Vidyapeeth Deemed University  
Pune-411 030.

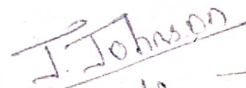


Witness -

1. Signature :

Name :


Address :

  
Jyoti Johnson  
Asst. Registrar,  
Bharati Vidyapeeth University,  
Pune

2. Signature :

Name :

Address :

  
HARISH SHAH  
Janaseva Foundation  
PUNE.





महाराष्ट्र MAHARASHTRA

2020

02 AUG 2021

YP 880390



जिल्हा कोषागार कर्मालय, अ  
18 9 JUL 2021  
मुद्रांक प्रमाण लिपिक / लिपिक

जोडपत्र-1/फक्त प्रतिज्ञापत्रासाठी

मुद्रांक विक्री नोंदवही अनुप्रमाण

मुद्रांक विकत घेण्याच्या नाव  
पत्ता व सही

(DEEMED TO BE UNIVERSITY)

Dental College And Hospital

Sector-7, C.B.D. Belapur, Navi Mumbai - 400 614.

श्री. रविन्द्र विष्णू शिंगाडे,

परवाना क्र. 13/2000, नावेन प.क्र. : 1201043.

मुद्रांक विक्रीचे ठिकाण : सुनिता सर्किटेड, शॉप नं. 23, प्रभात सेंटर एनेक्स.

प्लॉट नं. 7, सेक्टर-1ए, सी.बी.डी. बेलपूर, नवी मुंबई. मो. 09324764124

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into at Mumbai on 2<sup>nd</sup> day of August 2021 between NIRAMAYA HOLISTIC HEALTH SERVICE PRIVATE LIMITED, a registered private limited company and running a Hospital in the name of "NIRAMAYA HOSPITAL" at Plot No. 5A Sector 4, Near Bal Bharati Public School, Kharghar, Navi Mumbai- 410210, having Registration No. MH/PMC/H-183, registered under the Panvel City Municipal Corporation, through its Director.

Dr. Amit Bhagwan Thadhani Indian Inhabitant of Mumbai, hereinafter referred to as a **FIRST PARTY** (which expression shall include, his heirs, executors, administrators and assigns

AND

Bharati Vidyapeeth Dental College, Navi Mumbai, through its Director, Dr. Vilasrao Kadam, having its address at Sector 7, CBD Belapur, Navi Mumbai- 400614, herein after referred as **SECOND PARTY**.





**NOW THEREFORE THIS AGGREEMENT WITNESSETH AS UNDER:**

That this **Memorandum of Understanding** will be commencing from 2<sup>nd</sup> day of August 2021, and shall remain in full force for the period of one year from 2<sup>nd</sup> day of August 2021.

The **SECOND PARTY** will use operation theatre of **FIRST PARTY** situated at Plot No. 5A Sector 4 Kharghar, Navi Mumbai- 410210, for their patients.

The **FIRST PARTY** will raise the bill as per tariff of **FIRST PARTY. Bharati Vidyapeeth Dental College , Navi Mumbai**, has to pay the bill amount in full to the **FIRST PARTY** at the time of discharge. In case of patients having mediclaim the **FIRST PARTY** will collect the charges from the concerned **TPA** and **Bharati Vidyapeeth Dental College , Navi Mumbai** will not be responsible to pay any charges to the **FIRST PARTY**.

**Bharati Vidyapeeth Dental College , Navi Mumbai** will make provision of its own Anesthetist and the anesthetist charges will be borne by **Bharati Vidyapeeth Dental College , Navi Mumbai**.

The **FIRST PARTY** will not charge any Anesthetist charges to the patient.

A refundable deposit of Rs.20000/-(Twenty Thousand Only) will be provided to the **FIRST PARTY** by the **SECOND PARTY** as a security to avail the facility in the hospital.

The **SECOND PARTY** shall not carry out any illegal work or illegal business in the said hospital premises of **FIRST PARTY** and shall observe strictly the rules and regulations of the department and any other concerned authority.

In the case of any breach of terms of this agreement either party by giving on one month notice (clear 30 days to be counted from receipt of the notice) in writing to the other, can terminate this contract. Such notice given as under:

**NIRAMAYA HOLISTIC HEALTH SERVICE PRIVATE LIMITED**

Plot No. 5A Sector 4, Near Bal Bharati Public School, Kharghar, Navi Mumbai- 410210

**Bharati Vidyapeeth Dental College , Navi Mumbai**

Sector 7, CBD Belapur, Navi Mumbai-400614

All disputes or differences arising out of this agreement relating to the interpretation of this agreement or concerning or relating to the rights, duties or liabilities of the parties (whether during the continuation of the agreement or after its completion and whether before or after the determination or breach of the contract), shall be referred to an arbitrator nominated by **NIRAMAYA HOLISTIC HEALTH SERVICE PRIVATE LIMITED** and **Bharati Vidyapeeth Dental College , Navi Mumbai**. This reference shall be deemed to be reference to arbitration with the meaning of the Arbitration and Conciliation Act, 1996.

Any clause that is not written here will be decided mutually by and between both the parties of this agreement.





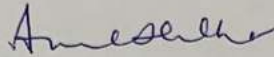
IN WITNESS THEREOF the parties hereto have set and subscribed their respective hands hereunto on the day and year first herein above mentioned on written.

SIGNED SEALED AND DELIVERED

By the within-named the party of the FIRST PART  
NIRAMAYA HOSPITAL

Through its Director

Dr. Amit Bhagwan Thadhani



In presence of



SIGNED SEALED AND DELIVERED

By the within-named the party of the SECOND PART

Bharati Vidyapeeth



Through its Director



In the presence of





	<b>नवी मुंबई</b> <b>महानगरपालिका</b>	Navi Mumbai Municipal Corporation	
	नमूमा मुख्यालय, आरोग्य विभाग, तिसरा मजला, सेक्टर-15.ए. सी.बी.डी. नवी मुंबई 400934 दुरध्वनी क्र.: 022-27567070, 27565700 फॅक्स : 022-27563785	N.M.M.C. HEALTH DEPT. 3 <sup>RD</sup> FLOOR, SEC-15A, CBD, NAVI MUMBAI-400814. TEL. No. : 022 - 27567070, 27565700 FAX : 022 - 27563785	

जा.क्र.नमूमा/आरोग्य/आस्था-2/7163/2021  
 दि.01/06/2021

प्रति,  
 मा. प्राचार्य,  
 भारती विद्यापिठ विश्वविद्यालय,  
 दंत महाविद्यालय व रुग्णालय  
 सी.बी.डी, बेलापुर, सेक्टर-7,  
 नवी मुंबई-4000614

विषय :- विद्यार्थ्यांना क्लिनिकल अनुभवासाठी परवानगी देणे बाबत

- संदर्भ:- 1. मा. महासभा मंजूर ठराव क्र 153, दि.19/01/2018  
 2. मा. महसभा मंजूर ठराव क्र. 154 दि.19/01/2018  
 3. मा. आयुक्त, यांची दि.21/12/2011 रोजीची मान्यता.  
 4.Ref No. BVDU/DCH/NM/239/2019-2020, Date - 3/6/2021

उपरोक्त विषयान्वये संदर्भ क्र. 4 च्या पत्रास अनुसरून, आपल्या संस्थेच्या तृतीय वर्ष बी.डी.एस.  
 च्या विद्यार्थ्यांना नवी मुंबई महानगरपालिकेच्या सार्वजनिक रुग्णालय, वाशी येथे क्लिनिकल (प्रात्यक्षिक)  
 अनुभवासाठी परवानगी खाली नमुद अटी शर्तीच्या आधिन राहून देण्यात येत आहे.

1. प्रशिक्षण कालावधि, विद्यार्थी संख्या व शुल्क.

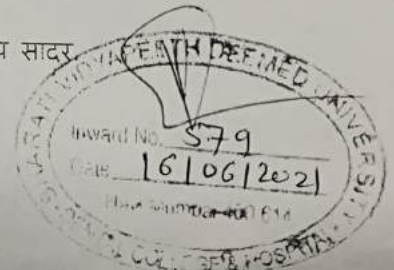
अ.क्र	कालावधी	एकुण दिवस (आठवड्यातून सोमवार व गुरुवार असे दोन दिवस या प्रमाणे वर्षाचे एकुण दिवस)	एकुण रुग्णखाटा संख्या	प्रति दिवस प्रति रुग्णखाटा रु.100/- प्रमाणे	एकुण शुल्क	GST (18%) (9% CGST+9 % SGST	एकुण
1	01/07/2021 ते 30/06/2022	105	100	100	10,50,000/-	1,89,000/-	12,39,000/-
एकुण					10,50,000/-	1,89,000/-	12,39,000/-

2. प्रशिक्षण शुल्क तक्र्याप्रमाणे रु. 12,39,000/- (अक्षरी बारा लाख ऐकोणतीस हजार रुपये  
 मात्र) नवी मुंबई महानगरपालिकेच्या नावे धनाकर्ष जमा करून पावतीची छायांकित प्रत सादर  
 करावी.  
 3. प्रशिक्षणार्थीस प्रशिक्षण देण्याची जबाबदारी संबंधित संस्थेवर राहिल.  
 4. प्रशिक्षणार्थीस कोणत्याही प्रकारचे प्रमाणपत्र दिले जाणार नाही.  
 5. प्रशिक्षणार्थी कडून कोणत्याही प्रकारचे नुकसान झाल्यास त्याची भरपाई संबंधित संस्थेने करणे  
 बंधनकारक आहे.

*Accounts*

*Bridge*  
 वैद्यकिय आरोग्य अधिकारी  
 नवी मुंबई महानगरपालिका

- प्रत : 1.मा. अतिरिक्त आयुक्त, (1) नमूमा यांना माहितीस्तव सविनय सादर  
 2.मुख्य लेखा व वित्त अधिकारी, नमूमा.  
 3.सहा.लेखा अधिकारी, आरोग्य विभाग, नमूमा.  
 3.वैद्यकिय अधिकारक, सार्व. रुग्णालय, वाशी. नमूमा







## BHARATI VIDYAPEETH

(DEEMED TO BE UNIVERSITY), PUNE (INDIA)

### INSTITUTE OF MANAGEMENT AND ENTREPRENEURSHIP DEVELOPMENT

'A' Grade University Status by MHRD, Govt. of India, Reaccredited with 'A+' Grade by NAAC (3rd Cycle)

Ranked in Top '50' in India by NIRF, MHRD, Govt. of India

Erandwane, Paud Road, PUNE : 411038, Maharashtra, INDIA

Founder - Chancellor  
Dr. Patangrao Kadam  
M.A., LL.B., Ph.D.

Pro-Chancellor  
Prof. Dr. Shivajirao Kadam  
M.Sc., Ph.D.

Vice-Chancellor  
Prof. Dr. Manikrao Salunkhe  
M.Sc., Ph.D., F.R.S.C.

Dean & Director  
Prof. Dr. Sachin Vernekar  
MBA., LL.B.(Gen.), Ph.D.

BVDU / IMED / 286 / 2018-19

#### Memorandum of Understanding

Date : 14/6/2018

on academic exchange and cooperation  
between

Bharati Vidyapeeth Deemed University's  
Institute of Management and Entrepreneurship Development,  
Pune-India

And School of Business and Economics, Linnaeus University

#### Purpose

In recognition of their mutual interests in the field of education and research and as a contribution to increased international cooperation, Bharati Vidyapeeth Deemed University Institute of Management Entrepreneurship Development, Pune-India and School of Business and Economics, Linnaeus University Sweden have agreed that mutual benefit can be derived from scholarly interaction, cultural interchange, cooperative research and other forms of academic collaboration.

#### Areas of Cooperation

The parties regard the following areas of cooperation as desirable and feasible:

- Collaborative research and possible exchange of academic papers
- Exchange of students, academic and administrative staff members
- Exchange of academic publication materials or other information
- Cooperation in academic projects for specified areas of development
- Opportunities for other forms of co-operation

#### Separate agreement for each area of cooperation or project

The parties agree that this Memorandum of Understanding is not a formal legal agreement-giving rise to any legal relationship, rights, duties or consequences, but it is only a definite expression and record of the purpose of the parties to which the parties are bound in honor only.

The terms of specific areas of cooperation shall be further considered and must be negotiated separately between the parties and are in each specific case to be established in separate written agreements prior to the initiation of any particular activity.

Any specific program will be subject to mutual consent, availability of funds and approval of both parties.

Phone : 020 25425517, 25448005 Fax : 020 25459231

E-mail : imed@bharativedyapeeth.edu Website : www.imed.bharativedyapeeth.edu





**BHARATI VIDYAPEETH**  
(DEEMED TO BE UNIVERSITY), PUNE (INDIA)  
**INSTITUTE OF MANAGEMENT AND ENTREPRENEURSHIP DEVELOPMENT**  
A Grade University Status by MHRD, Govt. of India, Reaccredited with 'A+' Grade by NAAC (3rd Cycle)  
Ranked in Top '50' in India by NIRF, MHRD, Govt. of India  
Erandwane, Paud Road, PUNE - 411038, Maharashtra, INDIA

Founder - Chancellor  
Dr. Patangrao Kadam  
M.A., LL.B., Ph.D.

Pro-Chancellor  
Prof. Dr. Shivajirao Kadam  
M.Sc., Ph.D.

Vice-Chancellor  
Prof. Dr. Manikrao Salunkhe  
M.Sc., Ph.D., FR.S.C.

Dean & Director  
Prof. Dr. Sachin Vernekar  
MBA, LL.B.(Gen.), Ph.D.

BVDU / IMED / 286 / 2018-19

Date: 14/11/2018

**Validity and duration**

This memorandum of Understanding will take effect from the date of its signing and shall be valid for a period of five years from the date unless sooner terminated, revoked or modified by mutual written agreement between the parties, and maybe extended by mutual written agreement.

- 1.To start with both University together will apply for funding for teacher and students mobility under the Linnaeus Palme program to the Swedish Council for Higher Education
- 2.Selection of Faculty and students will be based on merit.
- 3.The committee from the Host Institutes will select the faculty based on their requirement from amongst the names suggested by the Linnaeus/Palme Institution.

Either party may terminate the Memorandum of Understanding at any time during the term by the provision of six months written notice to the other party.

This Memorandum of Understanding has been drawn up in two(2) original copies in the English Language; each party receiving one duly signed copy itself hereof.

Title/Name (Dr.Vernekar Sachin )  
Dean-Faculty of management Studies  
Bharati Vidyapeeth University Pune  
India  
Director -IMED

Date: 6<sup>th</sup> October 2015

Title/Name(Dr. Helen Anderson)  
Dean  
School of Business and Economics  
Linnaeus University  
Sweden

Date

06/12/2018



## MEMORANDUM OF UNDERSTANDING

This MoU entered into as of date 01-03-2019(1<sup>st</sup>March 2019) by and between Bharati Vidyapeeth(Deemed to be University), Institute of Management, Kolhapur & Department of Computer Science (optional), The New College, Kolhapur.

### Objectives of the MoU:

1. To promote and enhance academic interest.
2. To provide advice for implementation of quality education.
3. To encourage bright student of both colleges for graduate and post graduate education.
4. To conduct joint supervision of research projects and continuing activities.
5. To imbibe professional approach among the students.

### Proposed Mode of Collaboration:

1. Cooperation and promotion of education, research and training in areas of mutual interest.
2. To exchange student sharing knowledge.
3. To guide students for project.
4. To organize seminar, conference, workshop and guest lecture etc.
5. To avail library facilities to the members of faculty and students.
6. To organize other academic and extension activities.

### Terms and Conditions:

1. This MoU may be amended, renewed and terminated by mutual written



ON BEHALF OF

THE NEW COLLEGE ,

SHIVAJI PETH,

KOLHAPUR



Dr. V. M. Patil

Principal



Prof. Mrs. S.G. Deshmukh

Coordinator



ON BEHALF OF

BHARATI VIDYAPEETH(DEEMED

TO BE UNIVERSTIY) INSTITUTE

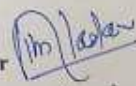
OF MANAGEMENT , KOLHAPUR



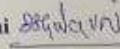
Dr. Rajesh Kanthe

Director

Prof.Dr. K.M.Alaskar



Prof. Dr.S.S.Gulavani



Coordinator





**MEMORANDUM  
OF  
UNDERSTANDING**



**Bharati Vidyapeeth(Deemed to be University)  
Institute of Management,Kolhapur**

**&**



**The New College, Kolhapur**



MEMORANDUM  
OF  
UNDERSTANDING



Bharati Vidyapeeth (Deemed to be University)  
Institute of Management, Kolhapur

&



Shri Shahaji Chhatrapati Mahavidyalay, Kolhapur



### MEMORANDUM OF UNDERSTANDING

This MoU entered into as of date 03-04-2019(3<sup>rd</sup> April 2019) by and between  
Bharati Vidyapeeth (Deemed to be University), Institute of Management,  
Kolhapur and Department of Computer Applications, Shri Shahaji Chhatrapati  
Mahavidyalay, Kolhapur.

#### Objectives of the MoU:

1. To promote and enhance academic interest.
2. To provide advice for implementation of quality education.
3. To encourage bright student of both colleges for graduate and post graduate education.
4. To conduct joint supervision of research projects.
5. To imbibe professional approach among the students.

#### Proposed Models of Collaboration:

1. To exchange faculty.
2. To exchange student sharing knowledge.
3. To guide students for project.
4. To organize seminar, conference, workshop and guest lecture etc.
5. To avail library facilities to the member of faculty and students.
6. To organize other academic and extension activities.

#### Terms and Conditions:

1. This MoU may be amended, renewed and terminated by mutual written agreement of both the institutions at any time.





2. Either institution shall have the right to terminate this MoU upon 60 days prior written notice to the other institute.

**Duration of MoU:**

This MoU unless extended by mutual written consent of the institute, shall expire in FIVE YEARS (5) after the effective date specified in the opening paragraph. However, on review, it shall be extended for another five years by mutual consent.

**Coordinators:**

Both institutions will designate persons who have responsibility of coordination and implementation of this agreement.

This Memorandum of Understanding is to be executed, effective as of the day and year of MoU.

**ON BEHALF OF**

SHRI SHAHAI CHHATRAPATI  
MAHAVIDYALAY, DASARA  
CHOWK, KOLHAPUR

Dr. R. K. Shanediwan

Principal

  
Mrs. S. A. Patil

Coordinator



**ON BEHALF OF**

BHARATI VIDYAPEETH (DEEMED  
TO BE UNIVERSITY) INSTITUTE  
OF MANAGEMENT, KOLHAPUR

Dr. Rajesh Kanthe

Director

  
Prof. Dr. K. M. Alaskar

Coordinator





# **MEMORANDUM OF UNDERSTANDING**



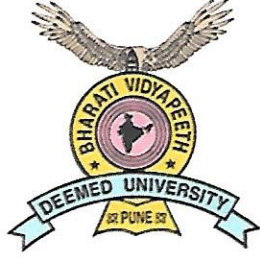
**Gopal Krishna Gokhale College,  
Kolhapur**

&



**Bharati Vidyapeeth, (Deemed to be) University,  
Institute of Management, Kolhapur**





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on this 1st June 2021.

### BETWEEN

**BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY), PUNE (INDIA)**, Bharati Vidyapeeth Bhavan, L.B.S. Marg, Pune – 411 030, a University under section 3 of the University Grants Commission Act, 1956

### AND

**AYURVEDA & CONSCIENCES**, 43 Avenue de la Grande Armée, 75116 Paris, France, a Multidisciplinary School in Ayurvedic Sciences.

WHEREAS, University is established in April 1996 and is engaged in providing educational degrees at graduate and post graduate level in various streams of the constituent units of Deemed to be University.

AND WHEREAS, Bharati Vidyapeeth (Deemed to be University) College of Ayurved, Pune is a constituent unit of Bharati Vidyapeeth (Deemed to be University), Pune (India) and offers undergraduate course, post graduate course and Ph.D. programme in all 14 specialties.

AND WHEREAS, Ayurveda & Consciences is a multidisciplinary school in Ayurvedic sciences in Paris, France.

The purpose of this MOU is to establish collaborative relations between the two institutions and to promote friendship and to co-operate in a mutually beneficial association. In order to fulfill this purpose the two institutions have agreed that:

1. The two institutions shall encourage co-operation in the fields of Ayurveda and Yoga, which are studied in both the institutions.

  
Registrar

**Bharati Vidyapeeth**  
(Deemed to be University)  
Pune-411 030, India



2. The two institutions shall seek to promote exchange program wherein the students of French organization shall learn introduction and basics of Ayurveda [**Basics of Shalyatantra, Shalakyatantra, Rasashastra, Shatkarma and Yoga, Agadatantra, Charak Samhita and Ashtanga Hridaya**] at BVDU College of Ayurved Pune during their visit to India for 21 days each year, through student visa. Certificate shall be issued by Bharati Vidyapeeth (Deemed to be University) College of Ayurved (Pune) to the students after completion of the 21 days certificate program, after getting success by passing a test at the end of program. A fixed Tuition fees of 15000 Euro will be charged by Bharati Vidyapeeth (Deemed to be University) for a batch of 15 students for the 21 days program. Any additional student will be charged 1000 Euro per head. The expenses of travel to India, accommodation, food and medical treatment in India will be borne by the visiting students of Ayurveda & Consciences, France.

Other forms of co-operation may be there which the two institutions may jointly arrange.

Details of any such activities will be subject to a separate Agreement that will be mutually entered into and will be attached to this MoU as an annexure.

3. The two institutions shall decide through consultation the specific areas and details of co-operation within the framework of this MOU, and shall consult from time to time at the request of either institution for the purpose of reviewing the operation of this MOU.
4. The financial arrangements involved in the implementation of this MOU shall be settled through consultation between the two institutions in respect of each program of co-operation every year.
5. The MOU shall become operative on the last date indicated hereunder and shall remain in force for a period of two (2) years, i.e. from 1<sup>st</sup> june 2021 to 31 may 2023 with an option to renew for another two (2) years.
6. This MOU may be amended and supplemented by agreement between the two institutions. Amendments and or supplements will be appended as an annexure.
7. Either institution may terminate this MOU by giving six (6) months notice in writing to the other institution. Any projects, training, or exchanges that may have commenced at either institution before the date of termination may be completed by special consent by the two institutions. For condition not covered by this MOU,

*G. Prakash*  
Registrar

**Bharati Vidyapeeth**  
(Deemed to be University)



or for problems that arise during the course of this MOU, both parties undertake to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.

8. The institutions shall confer concerning the renewal of this Memorandum of Understanding six (6) months prior to the date of expiration.
9. This MOU is subject to the jurisdiction of courts at Pune, Maharashtra, India only.

Signed for, and on behalf of,

**BHARATI VIDYAPEETH**  
**(DEEMED TO BE UNIVERSITY)**

  
**Shri. G. Jayakumar**  
Registrar

**Bharati Vidyapeeth**  
(Deemed to be University)  
On this date 1<sup>st</sup> June 2021  
Pune-411 030, India

Signed for, and on behalf of,

**CABINET DE CONSEILS ET SOINS EN**  
**AYURVEDA**  
**(SCHOOL AYURVEDA & CONSCIENCES)**

**Ms Joyce Villaume – Le Don**  
Director

On this date 1<sup>st</sup> June 2021

Witness

  
Prof. Dr. Kirti Mahajan,

Director, International Students' Cell

And Students' Welfare,

Bharati Vidyapeeth

(Deemed to be) University

(M) 919823618237

Tel.: 020 24407100 ext.362/218

Fax: 020 24339121

Email ID-

[isc.dept@bharatividyaapeeth.edu](mailto:isc.dept@bharatividyaapeeth.edu)



## MOU - Studies Program

7 messages

Joyce Villaume - Le Don <joyce.villaume@gmail.com>

Wed, Mar 17, 2021 at 9:39 PM

To: Dattatraya Shinde <dshinde249@gmail.com>, "Dr. Trupti Bhole" <truptibhole@gmail.com>, Ayurved <bvucoa@gmail.com>, isc dept <isc.dept@bharativedyapeeth.edu>, kirti.mahajan@bharativedyapeeth.edu

Dear Madam,  
Dear Sir,

Please find here attached the exact designed program that I want for my students. After deep and global thinking, I need additional teaching to complete my french curriculum and many subjects are not taught overthere. This is why **I am asking for basics in Agadatantra, shalaky, shalya, rasashastra, as well as classical texts studies**. Panchakarma is already taught in France, so it is not that relevant.

**I am asking for 6h per day from monday to saturday** with no cultural program. I want them to focus on their studies as it's gonna be dense but necessary to improve their level and skills in only 3 weeks.

Please could you tell me :

- the cost for the teaching ?
- the cost for the campus guest house ?
- When we can launch the first session ?
- When shall we sign the MOU contract ?

Please feel free to contact me for any further information

Best Regards

Joyce Villaume - Le Don

### Ayurvéda & Consciences

*Ecole pluridisciplinaires en sciences ayurvédiques - à Paris*

*Formations professionnalisantes en E-learning et en Présentiel.*

*Sur les Week-end, en 1 à 3 ans ou à la carte.*

Siret : 517 597 605 00032

[www.ayurveda-consciences.fr](http://www.ayurveda-consciences.fr)

[contact@ayurveda-consciences.fr](mailto:contact@ayurveda-consciences.fr)

06 84 42 84 91 (Amélie)

06 64 41 61 57 (Lilian)

06 28 06 84 45 (Joyce)



Partnership A&C Bharati.pdf

233K

BV Ayurved College <bvucoa@gmail.com>

To: truptibhole@gmail.com

Thu, Mar 18, 2021 at 11:48 AM

[Quoted text hidden]



--  
**Principal**

**Bharati Vidyapeeth**  
**(Deemed to be University)**  
**College of Ayurved**  
**Pune - Satara Road**  
**Pune - 411043.**



**Partnership A&C Bharati.pdf**  
233K

---

**Dr. Trupti Bhole** <truptibhole@gmail.com>  
To: Joyce Villaume - Le Don <joyce.villaume@gmail.com>

Fri, Mar 19, 2021 at 6:56 PM

Dear Joyce,

Greetings from Pune .  
Thanks for your mail. We are in process to comply to your requirements. Please let me know your what's app number. I will be able to discuss a few things with you..  
Take care ..  
warm regards,

Dr . Trupti Patil Bhole  
[Quoted text hidden]

--  
Thanks  
Kind Regards,

Dr. Trupti Patil -Bhole  
Assistant Professor,  
Dept. of Rasashastra Bhaishajyakalpana  
BVDU College of Ayurveda  
Bharati Vidyapeeth Deemed University,  
Katraj Campus, Pune 411043, Maharashtra  
9822316623

---

**Joyce Villaume - Le Don** <joyce.villaume@gmail.com>  
To: "Dr. Trupti Bhole" <truptibhole@gmail.com>

Fri, Mar 19, 2021 at 7:16 PM

Hello Dr Trupti,

How are you ? Nice to hear from you.  
My whatsapp number is +33 628068445

Best regards  
**Joyce Villaume - Le Don**  
[Quoted text hidden]

--

---

**Dr. Trupti Bhole** <truptibhole@gmail.com>  
To: Joyce Villaume - Le Don <joyce.villaume@gmail.com>  
Cc: BV Ayurved College <bvucoa@gmail.com>

Sat, Mar 20, 2021 at 10:53 AM

Hi Joyce,

Greetings from Pune..  
Thanks for sending your contact number.  
We have received your detailed email of your requirements.  
For this MOU, we need to know ,  
1] if the students who are going to visit us are doctors or from medical /paramedical fields, or from other fields. Their basic eligibility needs to be finalized.  
2] if they have basic fundamental knowledge of Ayurved  
3] which basic books they usually refer, and what curriculum they follow at your school



4] during the Yoga training , will the students like to participate in the training sessions ?

5] their age group

6] if they are acclimatized with English, or they would need a translator? If the translator is required will you arrange from your side?

We have noted down your requirements about training of subjects Shalya, Shalakya, Basic classics, Agad tantra and Rasashastra.

We will get back to you with the fees details etc. once we get the above information.

Thanks

Kind Regards,

Dr. Trupti Patil Bhole

Dr. Suryajeet Pawar

Co-ordinators

International Students' Cell

BVDU COA

[Quoted text hidden]

---

**Joyce Villaume - Le Don** <joyce.villaume@gmail.com>

Wed, Mar 24, 2021 at 4:22 PM

To: "Dr. Trupti Bhole" <truptibhole@gmail.com>

Cc: BV Ayurved College <bvucoa@gmail.com>

Dear Dr Trupti,

Please find here after the answers to your questions :

1] if the students who are going to visit us are doctors or from medical /paramedical fields, or from other fields. Their basic eligibility needs to be finalized.

**THE STUDENTS WILL BE TRAINED BY MY SCHOOL AND CAN COME FROM ANY KIND OF BACKGROUND. MOST OF THEM ARE NOT MEDICAL DOCTORS. THEY COULD BE IN 1ST, 2D, 3RD OR ANCIENT STUDENTS. THEY WOULD HAVE TO ADAPT TO THE LEVEL OF THE COURSE. THE LEVEL SHOULD BE DESIGNED FOR 3 RD YEARS STUDENTS AS FINAL STUDIES.**

2] if they have basic fundamental knowledge of Ayurved

**YES**

3] which basic books they usually refer, and what curriculum they follow at your school

**BASIC BOOKS ARE :**

**1ST YEAR - ASHTANGA HRDAYAM**

**2D YEAR - SUSHRUTA SAMHITA AND DRAVYA GOUNA**

**3D YEAR - CARAKA AND SHARANGADHARA SAMHITA**

**PLEASE FIND HERE ATTACHED THE CURRICULUM OF THE SCHOOL**

4] during the Yoga training , will the students like to participate in the training sessions ?

**I DONT UNDERSTAND THIS QUESTION / DO YOU MEAN THAT THEY WOULD LIKE TO PRACTICE THE THEORY ?**

5] their age group

**MAINLY WOMEN BETWEEN 25 TO 45**

6] if they are acclimatized with English, or they would need a translator? If the translator is required will you arrange from your side?

**TRANSLATOR SHOULD BE THERE. I CAN TAKE CARE OF THIS ON MY SIDE BUT I AM OPEN TO ANY PROPOSITION ON YOUR SIDE.**

Best regards

Joyce Villaume - Le Don

## **Ayurvéd & Consciences**

*Ecole pluridisciplinaires en sciences ayurvédiques - à Paris*

*Formations professionnalisantes en E-learning et en Présentiel.*

*Sur les Week-end, en 1 à 3 ans ou à la carte.*

*Siret : 517 597 605 00032*

[www.ayurveda-consciences.fr](http://www.ayurveda-consciences.fr)

[contact@ayurveda-consciences.fr](mailto:contact@ayurveda-consciences.fr)

**06 84 42 84 91 (Amélie)**

**06 64 41 61 57 (Lilian)**

**06 28 06 84 45 (Joyce)**





[Quoted text hidden]

--



**Curriculum A&C.docx**

396K

**Dr. Trupti Bhole** <truptibhole@gmail.com>

Wed, Mar 24, 2021 at 4:29 PM

To: suryajeet pawar <suryajeetpawar55@gmail.com>

[Quoted text hidden]



**Curriculum A&C.docx**

396K





सत्यमेव जयते

Certificate No.  
Certificate Issued Date  
Account Reference  
Unique Doc. Reference  
Purchased by  
Description of Document  
Property Description  
Consideration Price (Rs.)

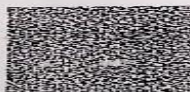
First Party  
Second Party  
Stamp Duty Paid By  
Stamp Duty Amount(Rs.)

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

: IN-DL11701977349461Q  
: 09-Apr-2018 01:15 PM  
: IMPACC (IV)/ 61756703/ DELHI/ DL-DLH  
: SUBIN-DL11701977349461Q  
: DG CCRH  
: Article 5 General Agreement  
: NA  
: 0  
: (Zero)  
: DG CCRH  
: BHARATI VIDYAPEETHS HOMOEOP MED COL AND HOSPITAL  
: DG CCRH  
: 10  
: (Ten only)



.....Please write or type below this line.....

Memorandum of Understanding between

Central Council for Research in Homoeopathy and  
Bharati Vidyapeeth Homoeopathic Medical College & Hospital

12/4/18

12/4/18

Stamp Duty Amount

Scanned with CamScanner





## THIS MEMORANDUM OF UNDERSTANDING

is made on the 27 day of April 2018

Between



Dr. Willmar Schwabe India Pvt. Ltd.

A-36, Sector 60, Noida, Uttar Pradesh - 201304

AND

Bharati Vidyapeeth (Deemed to be) University

Homoeopathic Medical College and Hospital.

Katraj, Dhankawadi, Pune - 411043

### Background

- i. Dr. Willmar Schwabe India Pvt. Ltd. (Schwabe India) and Bharati Vidyapeeth (Deemed to be) University Homoeopathic Medical College and Hospital (B.V.D.U.H.M.C.) share interests in training program for post graduate students in regards to industrial pharmacy and research activities and techniques.
- ii. The two institutions have identified that a stronger relation can be developed.
- iii. The so developed relation between the two institutions is mutually beneficial and wish to establish a more formal relationship with each other.

### 1. Commencement and Duration

- 1.1. This Memorandum of Understanding ("MOU") shall take effect on the date of signing and shall continue for a period of 5 years.

### 2. Force of this MOU

- 2.1. The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the institutions which may lead to the preparation and signing of one or more formal agreements between Schwabe India and B.V.D.U.H.M.C. Unless specifically noted herein, in particular by designating the clause as binding, this MOU is not intended to be of legal force and effect in any manner whatsoever. This MOU shall not create a legal relationship between the institutions.

### 3. Broad Areas for Cooperation

- 3.1. Schwabe India and B.V.D.U.H.M.C. will discuss the possibility of cooperation in the following areas:

- (a) Industrial Training Program





## THIS MEMORANDUM OF UNDERSTANDING



is made on the Thursday of 11 March 2021

Between

**Medisynth Chemicals Pvt Ltd, Turbhe, Navi Mumbai 400705**

and

**Bharati Vidyapeeth (Deemed to be University)**

**LBS Road, Sadashiv peth, Pune- 411030**

### Background

- i. Medisynth Chemicals Pvt Ltd (MEDISYNTH) and Bharati Vidyapeeth (Deemed to be University) (B.V.D.U.) share interests in training program for post graduate students in regards to industrial pharmacy and research activities and techniques.
- ii. The two institutions have identified that a stronger relation can be developed.
- iii. The so developed relation between the two institutions is mutually beneficial and wish to establish a more formal relationship with each other.

### 1. Commencement and Duration

- 1.1. This Memorandum of Understanding ("MOU") shall take effect on the date of signing and shall continue for a period of 5 years.

### 2. Force of this MOU

- 2.1. The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the institutions which may lead to the preparation and signing of one or more formal agreements between MEDISYNTH and B.V.D.U. Unless specifically noted herein, in particular by designating the clause as binding, this MOU is not intended to be of legal force and effect in any manner whatsoever. This MOU shall not create a legal relationship between the institutions.

### 3. Broad Areas for Cooperation

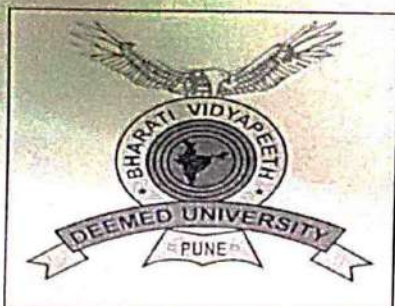
- 3.1. MEDISYNTH and B.V.D.U. Homoeopathic Medical College and Hospital (B.V.D.U.H.M.C.) will discuss the possibility of cooperation in the following areas:

(a) Industrial Training Program

*G. Rajkumar*

*T. B. S.*





**BHARATI VIDYAPEETH  
(DEEMED TO BE  
UNIVERSITY) COLLEGE OF  
NURSING, NAVI MUMBAI**

**MEMORANDUM OF  
UNDERSTANDING ON  
COLLABORATION  
BETWEEN  
BHARATI VIDYAPEETH  
(DEEMED TO BE  
UNIVERSITY) COLLEGE  
OF NURSING, NAVI  
MUMBAI  
AND  
JAGRUTI  
REHABILITATION  
CENTRE, TALOJA**



**Jagruti rehabilitation  
Centre, Taloja**

This Memorandum of Understanding (MOU) is made on this Monday of 01/03/2021 at Navi Mumbai, between Bharati Vidyapeeth ( Deemed to be University) College of Nursing, Navi Mumbai hereafter referred to as "college" & Jagruti Rehabilitation Centre, Taloja, Navi Mumbai hereafter referred to as "Rehabilitation Centre". Whereas, Bharati Vidyapeeth (Deemed to be University) College of Nursing, Navi Mumbai having the following objectives;

- to advance the clinical training and practice of Mental Health/Psychiatric nursing and related subjects;
- to further public education therein; and
- to promote research work in Mental Health/Psychiatric nursing and all sciences and disciplines connected with the understanding and treatment of mental disorders in all its forms and aspects and related subjects and publish the results of all such study and research.

And Whereas, **Jagruti Rehabilitation Centre, Taloja** requested advice and cooperation in achieving the following main objectives.

- Capacity building in primary care to deliver quality mental health
- Provide good quality secondary care and advice to primary care
- Use of principles of psychiatric nursing as appropriate
- Enhance public education on mental health to combat stigma against mental health
- Collaborations to enhance mental wellbeing
- Develop training in mental health at primary and tertiary level
- Mental Health training to providers of education and social work

And Whereas, the College and Rehabilitation Centre, Taloja wish to cooperate in their respective fields of mutual interest;

Now therefore, the parties here to agree to sign a general framework of MOU on collaboration, subject to specific annexes, which will permit the exchange of research, Clinical training experience and the organisation of joint activities, in close collaboration, pursuant to the following fundamental objectives:

1. To establish close collaboration in all relevant fields through the Bharati Vidyapeeth (Deemed to be University) College of Nursing, Navi Mumbai
2. To enable the exchange of information between both institutions in all areas relating to psychiatric training and teaching activities.
3. To promote joint research projects in areas relevant to psychiatric nursing.
4. To develop joint publications and support the exchange of publications (bulletins, journals, books, CPD online) between both professional institutions, with special emphasis being placed on the establishment of a



direct relationship between their web sites, thus permitting, by means of specific agreements, the distribution of training materials and public education materials of mutual interest to both institutions into the corresponding languages.

5. To study the viability of establishing assistance to professionals and students who wish to undertake periods of training in either of the object of this agreement.
6. To establish all measures with respect to support and exchange that may assist the institutions in fulfilling their statutory objectives with more ease.
7. Exchanging trainees through the volunteer scheme
8. Collaborating and exchanging expertise in initiatives to balance patients' and carers' rights for care and treatment
9. To share experience in raising understanding of advocacy about mental health with our respective management.
10. Translations of relevant fact sheets and information regarding patient related educational materials and pamphlets into local languages will be carried out with due acknowledgement and referral

#### Term

This MOU remains valid for a term of 5 years from 01/03/2021 to 01/03/2025 subject to periodic reviews. The MOU may be terminated by either party at any time before the end of the term, subject to three months' prior written notice and the settlement of any outstanding obligations.

#### Dispute Settlement

Any dispute relating to the interpretation or application of the MOU shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by Arbitration, in accordance with the provision of Indian Arbitration & Conciliation Act, 1996 amended till date. The Arbitration proceeding shall be conducted in English language. Both the parties shall appoint a sole Arbitration with mutual understanding. The Parties shall accept the Arbitral Award as final.

In witness thereof, both parties sign the following agreement.

Mr Hemant Shinde  
Counsellor  
Jagruti rehabilitation Centre,  
Taloja

Date Signed: 3/3/2021



Prof. Vaishali Jadhav  
Principal  
Bharati Vidyapeeth  
(Deemed to be University)  
College of Nursing) Navi  
Mumbai

Place:

**PRINCIPAL**  
Bharati Vidyapeeth  
(Deemed To Be University)  
College of Nursing

CBD Sector-7, Opp. Kharghar Fly Sm.  
Navi Mumbai - 400 614





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered at Navi Mumbai on this 1<sup>st</sup> day of September, 2019.

### BETWEEN

Bharati Vidyapeeth Trust has established a number of Institutions in Navi Mumbai among that is Bharati Vidyapeeth College Of Nursing (herein after referred to as, "BYDUNC" which expression shall, unless it be repugnant to the subject, context and meaning thereof be deemed to mean and include its present office bearers, executors, successor trustees, permitted transferees and legal administrators and assignees) of the First Part.

### AND

Apollo Hospitals Enterprise Limited, registered under the Companies Act, 1956 having CIN L85110TN1979PLC008035 and having its registered office at 19 Bishop Gardens R A Puram Chennai TN 600028 India, (herein after referred to as "AHEL", which expression shall, unless the counterpart otherwise admits, include its present office bearers, executors, successors and assignees) of the Second Part.

### WHEREAS

1. The First Party is a Nursing college at Navi Mumbai, being a constituent unit of Bharati Vidyapeeth (Deemed to be University) declared u/s of 3 of University Grants Commission Act, 1956
2. The Second Party is widely recognized as the pioneer of private healthcare in India, and was the country's first corporate hospital and is engaged in the business of running super speciality hospitals under name and style of Apollo Hospitals and having its Units all over India and Abroad". A forerunner in integrated healthcare, Apollo has a robust presence across the healthcare spectrum. The Group has emerged as the foremost integrated healthcare provider in Asia, with mature group companies that specialize in insurance, pharmacy, consultancy, clinics and many such key touch points of the ecosystem.
3. The First Party is desirous of availing the Training and Internship support at the Hospital of the Second Party at CBR Belapur, Navi Mumbai for training of its nurses; hence approached the Second Party to allow their students of Nursing College to explore the clinical hospital facilities at Apollo Hospitals Enterprise Limited, Navi Mumbai unit for providing clinical training.
4. The First Party confirms that it will be their responsibility to have all statutory affiliation, recognition and certification from all apex bodies including the Maharashtra Nursing Council, Indian Nursing Council, State Government and legal authorities as may be required from time to time as well as recruit Tutors, Teachers and other teaching, technical and administrative staff of their own College of Nursing and create all other facilities to provide academic training of the required curriculum programme at their own premises.



5. The Second Party has agreed to allow the students of Nursing School/college of the First Party to come to the hospital and get themselves trained using clinical facilities with the help of existing nursing staff of Hospital, for gaining needed Clinical Training and Experience.
6. The parties have thus entered into this Agreement on the terms as recorded hereinafter.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. The First Party shall be responsible for procurement and maintenance of affiliation and recognition from University, State Nursing Council, Indian Nursing Council and other legal authorities including State Government as may be required from time to time: wherein the Second Party will not be responsible or will not be liable for any de-recognition of the First Party.
2. The First Party shall notify the Second Party in advance in writing, i.e. 15 days before proposed training schedule, about the schedules, time tables and training related activities including clinical examination etc. The Second Party will provide training to the Students of the First Party at Apollo Hospitals Enterprise Limited, Navi Mumbai.
3. The First Party shall be responsible to inform the Second Party in case of any changes in decisions concerning training activities-such as change in the schedules etc.
4. The First Party agrees to post/depute the students continuously for a period of three (3) months in each academic year.
5. The Second Party agrees to permit/allow prospective students to undergo training in all departments of the Hospital.
6. The Second Party will not be responsible for the payment of any Stipend, Incentives or compensations to the students of the First Party. The Parties hereto agrees that students of the First Party in any way shall not be considered as staff, employee or officer of Second Party. By entering into this Agreement no relationship of employer and employee is deemed to be established between the Second Party and students of the First Party.
7. This Memorandum of Understanding shall not create and shall not be deemed to have created a joint venture, a partnership, a principal-agent relationship or any other business organization or entity. Nothing herein shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on the other party's behalf. Each Party shall execute its obligations or duties hereunder at its own expense without recourse to the other Party.
8. The Second Party will not be responsible for any accident, hazards if any happen to the First Party's Students at the hospital site. Both Parties hereto agree to indemnify each other in case of any accident, hazards to the interns at hospital site.





9. The Second Party reserves its right to alter, reject or change the clinical (practical) training time tables and schedules, to safeguard the interest of the patients, its own training activities, programmes, events etc. or without assignment of any reason whatsoever in any unforeseeable circumstances.
10. Students of the First Party shall be strictly bound to follow rules, regulation and policies enforced from time to time by the Second Party. First Party will submit the attendance record/ Physical Record of training on monthly basis to the Second Party.
11. Both the parties accept to constitute a Steering Co-ordination Committee with due representation of Senior Academicians and Practitioners to be monitored from time to time for the clinical training of nursing students. There would be quarterly meeting held of the Steering Co-ordination Committee till this agreement is in force. The periodically report of the training to be submitted to the Unit Head of the Hospital by the Committee.
12. The First Party shall appoint qualified clinical instructor/tutor exclusively for students, who will monitor them during the training period. He/She will monitor attendance, training & also take all responsibilities of students. He/She will be present in the patient area with the students at the time of training period going as per the shift schedule decided respectively. In addition to that Principal of the college will also supervise activity of Trainee /Students.
13. After completion of training, if required their evaluation would be done by the hospital. If the results are found poor, those students will be considered for extended training for some days as decided by the Second Party.
14. The First Party shall be responsible to provide I-Card and Uniform to their students and staff members to allow them entry into the premises of the Second Party.
15. The existing nursing staff of the Second Party will support student of the First Party in clinical training and experience. The Staff of Second Party will cooperate fully with the students in Clinical training. The Second Party shall not be responsible to recruit any special staff to support any clinical training to the Students.
16. First Party will not do any such activities/ programs /claim such thing which will bring disrepute/bad name to Second Party & attached institutions.
17. The MOU will not give any right temporary or perpetual on any moveable/immovable / intellectual assets/facilities or any other objects of Second party to First party by virtue of this agreement.
18. This Memorandum of Understanding will remain in force initially for period of two (02) years from September 1, 2019 till August 31, 2021. It will automatically expire on September 1, 2021 unless renewed for a further period of 2 years. Either Party may cancel /terminate this MOU without assigning any reasons by giving one month notice in writing to the Other Party. Without prejudice, the Second Party reserves its right to cancel /terminate this Memorandum of Understanding in the event it is found that First Party or any of its students have acted contrary to the obligations





contained in this MOU. The decision of the Second Party in such cases shall be final.

19. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction to try and entertain the matters arising here from.
20. No modification, variation, waiver or amendment of any term & condition of this MOU shall be effective unless and until it shall be reduced to writing and signed by both the parties thereto i.e., Director for the First Party and the Unit Head of The Apollo Hospitals Enterprise Limited, Navi Mumbai, as Second Party.
21. The Parties agree that the terms and conditions of this Memorandum of Understanding are confidential and shall not be disclosed to any third party without prior written consent from the non-disclosing party, unless law requires such disclosure.
22. Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed duly given: -
  - (i) when delivered by hand, or
  - (ii) three days after being given to an express courier of repute, or
  - (iii) when sent by confirmed facsimile; or and when sent by electronic mail, addressed as follows:

The Regional Director,  
Bharati Vidyapeeth (Deemed to be University),  
Nursing College, Navi Mumbai  
Rain Tree marg, sector 7, Belpada complex,  
Opposite Kharghar railway station,  
Navi Mumbai.

The Chief Operating Officer,  
Apollo Hospitals - Navi Mumbai  
Plot # 13, Parsik Hill Road, Off Uran Road,  
Sector 23, CBD Belapur, Navi Mumbai,  
Maharashtra 400614

23. Any provision of this Memorandum of Understanding which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof.
24. This Memorandum of Understanding shall be executed in two counterparts by the Parties. Each counterpart when executed shall be deemed an original of this MoU and both counterparts shall constitute but one and the same MoU.



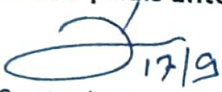


IN WITNESS, WHEREOF BOTH THE PARTIES HAVE EXECUTED THIS MEMORANDUM  
OF UNDERSTANDING ON THE DATE AND PLACE FIRST MENTIONED HEREINABOVE

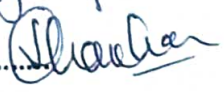
For,  
Bharati Vidyapeeth (Deemed to be University),  
Nursing College, Navi Mumbai

  
Dr. Vilas J. Kadam  
Regional Director

For,  
Apollo Hospitals Enterprise Limited

  
Mr. Santosh Marathe  
COO & Unit Head  
Apollo Hospital - Navi Mumbai

WITNESS:

Name: Jagdeep Chaudhary  
Signature: 

Name:  
Signature

Apollo Hospitals Enterprise  
Limited



1. Objective of the assignment:

The objective of the consultancy study is to verify the quality of the works under JalyuktShiwar Abhiyaan in the Pune District. The different works are taken up under the Programme such as:

- 1.1. Soil & Water Conservation Works: Continuous/Contour Trenching(CCT), Deep Continuous Contour Trenching(DCCT), Compartment Bunding, including Terracing, Graded Bunds, Loose Boulder Bunds, Small Earthen Bunds, Earthen Structure, Gabion Structure, Cement Nalla Bunds(CNB), CNB in Chains, Farm Ponds, Micro Irrigations – Drip Irrigation System and Sprinklers Irrigation Sets, Nalla Deepening and/or straightening and/or widening, Desilting of storages (with Govt Funds &/or on Participatory basis), Repairs to Earthen Nalla Bund and to CNB etc.
- 1.2. Works Related to Minor Irrigation Schemes (MIS): Pazar Tanks(PT), Kolhapur Type Weirs(KTW), Diversion Weirs(DW), Irrigation Well, Repairs to (i) Minor Irrigation Tanks, (ii) Storage Tanks(ST), (iii) KTW, (iv) PT, (v) Canal, Desilting of Storages of Minor Irrigation Schemes. Strengthening of Water Users Associations(WUAs) etc.
- 1.3. Works Related to Forest Department: Forest Tanks, Nursery, Tree Plantation etc.
- 1.4. Water Supply Schemes/Works (WSS): Dug & Bore Well Recharging, Recharge Trench, Recharging Shaft, Nalla Linking, Water Distribution/Supply Scheme, Repairs to the WSS etc.

The Agency will evaluate selected projects/works taken up under the Programme in Pune District in 13 Talukas.

The Agency will evaluate the selected projects/works on Technical and Financial aspects.

2. Methodology :

- 2.1. INITIAL LIST: With the work/Job order, the Collector will provide to the Consulting Agency a list of all projects/works taken up in 13 Talukas, with following details:

- A. Name of Work/Project.
- B. Place/Location.
- C. Implementing Agencies details.
- D. Amount administratively sanctioned; amounts released under the Programme and Amounts paid to the contractors by Implementing Agencies.
- E. Present status.
- F. A District Map showing all work/project site locations.

- 2.2. ON OF SITES TO BE VISITED: Once the Consultancy Agency has the above details, the Agency will group the works cost-wise, and select the works/sites to be evaluated in the percentage/proportion given below. The percentage/proportion are applicable to works (mentioned below in the table) in a Talukas:

Work	Sites to be visited as Percentage of total sites in a Taluka
All works (i) Soil & Water Conservation, (iii) Forest Deptt Works,	(ii) MIS Works, (iv) WSS Works.
1). Up to Rs. 10.0 lakhs2 (including)	10 %
2). Above Rs. 10.0 Lakhs up to 20.0 Lakhs(including)	
2.a). CNB	All sites
2.b). Other sites	All sites
3). Above Rs. 20.0 Lakhs	All sites



Overall, the Consulting Agency will adopt following approach in selecting the sites :

a) **Visit to Each Village :**

The Consultancy Agency will visit each village under the Programme. In other words, at least one work/project will be selected from each village under the Programme.

b) **Importance to Works :**

First, the Agency will sort the list received from the Collector taluka-wise, and cost wise. And then apply the above percentage/proportion in selecting the works for evaluation. The Agency will take care to select at least one work of different types from each Taluka. Due to this, the taluka-wise sites may exceed to some extent above the applicable percentage/proportion, mentioned above.

c) **Completed Works :**

Completed works will be visited on priority.

In view of the nature of the works, spread-up of the area, construction stage, expectation/need to cover all villages, type of works etc., the random sampling will not suite to the selection of sites/works/projects to be visited.

Once the list of works to be evaluated, is finalised, the Agency will present the same to the Collector and discuss the same with him.

3. **DATA REQUIRED FOR EACH WORK/PROJECT SITE TO BE VISITED :**

The Agency will request the Implementing Agencies through the Collector, to provide photo copies of following documents for each selected work/project for the evaluation of quality, under the Programme :

- A. Order of Administrative Approval.
- B. Survey/Investigation details, Design notes (if any), Plans & Estimates and the Technical sanction for the same.
- C. Work order to the contractor and details of the "Defect Liability Period", extension granted for the period for the completion of construction etc.
- D. Work order book, important letters, demands etc.
- E. Letters regarding Material Testing, and Test results, rejection etc.
- F. Photographic data, if any.
- G. Copies of the all bills, saving & excess statement, notings of total payment including release of the retention amounts, completion certificate etc.
- H. Other correspondence regarding the work such as Inspection Notes & compliance; if any, Objections/Complaints; if any, Changes made in the Components of the works/projects, approval to the same etc.

This is the initial list for documents, which will be updated by the Consulting Agency, as the evaluation work progresses. These documents can be given in lots of works/projects by the Implementing Agency, which can be decided from time to time in the meetings between the Collector &/or and the Implementing Agencies and the Consulting Agency.

Following are the other documents, which the Consulting Agency will require from the Implementing Agencies in due course of the assignment:

- A. Soft copy of the typical tender document for different type of works.
- B. Set of Specifications applicable for different type of works.
- C. Files of Govt and Implementing Agencies' orders, circular, regarding designs, construction procedures etc.

The Consultancy Agency will finalize the set of its data collection tools for the projects. The tool will be designed considering various types of work and their requirement.



## SITE VISIT PROGRAMME :

Once the Consultancy Agency has above data, it will chalk out the programme for site visits, which will depend on various factors already mentioned in this section above at "2.2", and also on other factors such as (i) construction stage of work, (ii) total works in the village and surrounding area, (iii) season/weather condition etc.

- A. The Consultancy Agency will study the project/work files of Implementing Agencies on the background of the photocopies already provided by Implementing Agencies. Such study will be done before the actual visit. If any 3 The material and mixture testing etc. will be carried out by the Implementing Agency, as per the procedure set and/or as given in the tender documents and/or manuals and/or as per the various standards applicable. The Consultancy Agency will not carry out any actual testing of material and mixtures etc. additional documents will be required from the files, it will request the Implementing Agency after the study. Those files will be returned to Implementing Agency, after the site visit.
- B. For site visit, the Implementing Agency will direct the concerned Sectional/Assistant Engineers to accompany the team of Consultancy Agency. However, if he is busy, other knowledgeable member of the concerned sub-Dn should accompany the Agency during the site visit.

## 5. OTHERS:

- A. The Consultancy Agency will deploy the team of trained man power for visit and inspect the works.
- B. The Consultancy Agency will tabulate the observations for all works for various items.
- C. The Consultancy Agency will present a consolidated report for all projects together. The report will cover various aspects Technical Financial and Training needs of the project staff.
- D. The whole purpose of exercise is to focus attention on outcomes instead of outputs.
- E. Timely completion of the assignment depends on timely availability of (a) documents from the Implementing Agencies and (b) availability of officers to show the sites.

## Output:

The Consultancy Agency will present a consolidated report for all works/projects together. The report will cover various aspects Technical, Financial and Training needs of the project staff.

The Consultancy Agency will make available three hard copies of the report in English with equal no. of Executive Summary in Marathi as well as in English. The Executive Summary will be a single report covering comments in general on all type of works for all talukas together.

The work/project-wise photos will be given on a CD which will be the part of the report. A soft copy of the report will also be made available on CD.

Necessary presentations will be made to the Collector. To the possible extent, the main part of the presentation will be in Marathi, except technical issues.

**Responsibilities of the (i) Collector as a Chairman, Jalyukt-Shiwar Abhiyaan District Committee, Pune; (ii) Implementing Agencies and (iii) the Consultancy Agency :**

As mentioned in Methodology, making available in time, various lists and documents by various Implementing Agencies is the prime responsibility of the two units/agencies mentioned at (i) & (ii) above, for smooth completion of the assignment. And after getting the documents and Implementing Agencies' Personnel for site visits, completing notes on works/projects accordingly (and subsequently the Evaluation Report) are the responsibility of the Consultancy Agency.





### Property of the Collector :

All documents and reports prepared and delivered to the Collector under this MoU while rendering the Services shall become the property of the Collector. The Institute will in no way be liable to any defect, damage or loss thereof once the same has been delivered to the Collector by the Consultancy Agency.

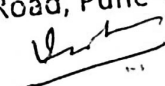
### Confidentiality :

All documents and reports prepared and delivered to the Collector under this agreement shall be treated as confidential.

  
तालुका कृषि अधिकारी  
पुणे

  
उपाविभागीय अधिकारी दंड-पुणे  
उपाविभाग-पुणे

  
PRINCIPAL

Bharati Vidyapeeth  
(Deemed to be University)  
College of Engineering  
Pune-Satara Road, Pune-411 043  




Ref.: BVDU/COE/Civil/.....1634/19-20

Date: 24/09/2019

To,

The President,

Pune Construction Engineering Research Foundation (PCERF),  
Pune, Maharashtra.

Subject: MOU - PCERF and BV(DU) CoE, Pune.

Dear Sir,

Greetings from Bharati Vidyapeeth (Deemed to be University), College of Engineering, Pune.

Pune Construction Engineering Research Foundation (PCERF) is as an NGO, established in 1983 by eminent Civil Engineers and Architects to serve Construction Industry by solving day to day problems and creating awareness about the latest technological developments in Construction Industry.

Bharati Vidyapeeth (Deemed to be University), College of Engineering, Pune established in 1983, with a view "Social Transformation through Dynamic Education" in the new-age fields of Engineering/ Technology and are offering UG and PG Degree programs in Civil Engineering Stream.

The objective of these programs is to transform a graduate into a Competent Manager with sound Knowledge of the theory and practice of corporate management to handle the responsibilities of Techno-managerial positions. Keeping this objective at the center, we are approaching Pune Construction Engineering Research Foundation (PCERF) Pune; to enter an MoU as follows:



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) to establish Industry- Academia relationship / collaborative networking is entered on 24<sup>th</sup> September 2019 by and between Bharati Vidyapeeth (Deemed to be University), College of Engineering, Department of Civil Engineering, Pune and Pune Construction Engineering Research Foundation (PCERF), Pune.

The purpose of this MoU is to improve the practicability of education and research programs in Bharati Vidyapeeth (Deemed to be University), College of Engineering, Department of Civil Engineering and PCERF, to produce industry-competitive engineering students with practical knowledge.

### **Broader points and objectives of the MOU –**

1. To participate in providing inputs to the up gradations/ additions to the course content to suit industry requirements i.e. PCERF to be part of 'Industry Advisory Board' of BV(DU), CoE, Pune for syllabus formation.
2. To organise Industry/ site visits.
3. To organise Student Internship Program (SIP) for UG and PG students.
4. To identify meaningful research projects of the students and provide guidance, mentoring as well as other resources.
5. To organize expert lecture series.
6. To assist students in training programs.
7. To be the 'Knowledge Partner' in technical/ subject related programs such as "Civil Engineering Students Association – CESA", Bharatiyam, FDP (for orientation) etc.
8. To invite UG and PG students to participate in PCERF's Vidyarthi Awards.



**General terms and guidelines of the MoU:**

1. Nature of this MoU is non-binding and it is not intended to create any legally binding obligations on the parties signing this MoU. Rather it is being signed to ensure and facilitate effective implementation of collaborative activities mentioned in this MoU.

By signing this MoU, PCERF will have NO obligation whatsoever.

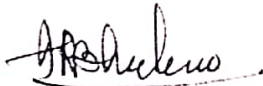
2. PCERF will put to use its 'knowledge' related inputs and share with BV(DU), CoE, Pune, CoE. The execution of the same will be responsibility of BV(DU), CoE, Pune.

3. This agreement is effective for one year and will automatically renewed for further period of one year unless terminated by one of the parties, with prior notice of one year.

4. The details of the programs/ activities will be discussed and agreed upon by the Parties on case to case basis.

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their authorized representatives as of the date hereof in duplicate.

For,

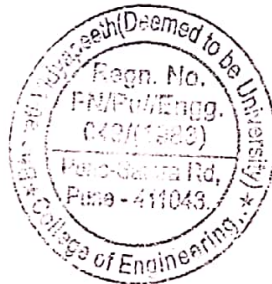


**Dr. Anand Bhalerao**

Principal and Dean,

BV(DU), CoE, Pune.

**PRINCIPAL**  
Bharati Vidyapeeth  
(Deemed to be University)  
College of Engineering  
Pune-Satara Road, Pune-411 043



**PCERF**

**Shri. Neelkanth Joshi**

Honorable Secretary



**HON. SECRETARY**







## **PREAMBLE**

### **About Amplify**

Amplify Cleantech Solutions Private Limited is in the business of Design, Development & Manufacturing of Electric Vehicle Powertrain components, providing Design Services for global clients and establishing a Center of Excellence for Skill Development services for the EV industry.

Amplify is a pioneer in EV Charging Station technology having created the first universal platform for a plethora of automotive charging connector standards. Amplify has a unique cloud based IOT data acquisition system for power metering.

Amplify is expanding its portfolio into the Motor Control & Battery associated technologies.

### **Amplify Management Information**

#### **Krishna Jasti**

Krishna is a director at Amplify and leads the product design, development & testing activities at Amplify. He has worked extensively on Electric & Hybrid Vehicles including powertrain simulation, controls development & calibration, system integration & testing.

He worked in teams at the best automotive companies in Germany & USA for creating cutting edge EV / PHEV products. Krishna was part of the team that developed & tested the Audi A3 e-tron BEV & PHEV. He also extensively worked with the team that took the Chrysler Pacifica PHEV from prototype to production.

Krishna is certified in Germany to work on High-Voltage Powertrain Systems & Components and has a diverse experience in Electrified Powertrain from fabricating his own EVs to taking part in International competitions. He was part of the Formula Hybrid SAE (FHSAE) & EcoCar 2 teams at Wayne State University.

Krishna has a Bachelor's in Mechanical Engineering and Master's in Electric Vehicle Engineering from Wayne State University, Detroit.

In 2008, he built an EV that could transport 1500 kgs of load and could be charged using Solar Panels. He also modified a 3-wheeler into electric in 2009.

#### **Mahesh Patil**

Mahesh is mentor and coach for the Amplify team. He has decades of experience in the field of renewable energy spanning from Wind & Solar Energy to Electric Vehicles, working with Multinational corporations like General Electric, Crompton Greaves and the Hero Group.

He has deep experience in product roadmap building, product and technology acquisitions, setting up technology teams & manufacturing centers of excellence, forming joint ventures and building strong global ecosystems.

Mahesh started his career as a design engineer with Crompton Greaves for the hybrid vehicle bus developed at IIT Delhi in 1996 as a collaborative project between IIT Delhi, Crompton Greaves & MNRE. In his last role he was heading the Indian operations for Amphenol Sensors and leading their global engineering team.

*KK Jasti*

*Amplify*



Mahesh in his capacity as General Manager and head of R&D at Hero Electric design, developed the first commercial electric bike for Indian roads. He was instrumental in the technology road map for low and high speed electric bikes. He setup manufacturing plants for electric vehicles in India and China.

Mahesh is a certified Six Sigma expert and a Scrum Master.

He is also an Author of a book "Control Systems for Power electronics" published by Springer and has published papers in international journals.

Mahesh has a Master's in Technology in Electrical Engineering from VNIT Nagpur and an alumnus of INSEAD France.

### **About Bharati Vidyapeeth (Deemed to be) University College of Engineering**

Bharati Vidyapeeth (Deemed to be University) (BVDU) is one of the largest and leading educational institutions in India with student base of more than half a million. The university has been granted 'A' Grade University Status by MHRD, GOI and accredited to Grade A+ in 2017 in its third cycle of accreditation. Bharati Vidyapeeth (Deemed to be University) College of Engineering (BVDUCOE), Pune established in 1983. BVUCOE is constituent unit of Bharati Vidyapeeth (Deemed to be University). Which has been Accredited to A+ grade in its third Cycle by 'NAAC' in 2017 (BVDU accredited to Grade 'A' in 2004 and 2011). The National Board of Accreditation (NBA) has accredited programmes of BVUCOE in 2018, 2012 and 2005. BVUCOE ranked among top 100 Engineering Institutes of India continuously for three years by NIRF, MHRD, Govt. of India. Ranked 83rd at National Level by NIRF 2018. Vision of Bharati Vidyapeeth (Deemed to be University) is "To be world class University for Social Transformation Through Dynamic Education". BVUCOE offers 09 graduate, 08 post graduates programmes and doctoral programmes in 08 disciplines. All programmes are accredited by National Board of Accreditation (NBA) thrice. BVDUCOE holds a place of pride and is amongst the most reputed institutes. It has been ranked to 83<sup>rd</sup> by National Institutional Ranking Framework (NIRF).

On 29th November 2005, college has made memorandum of agreement with North Carolina A & T State University, Greensboro, NC, U.S.A. for co-operation in the field of education and research. ACTEL- BVUCOE, Pune has established collaboration with ACTEL Corporation, USA. Under this collaboration an advanced VLSI (FPGA) Laboratory is established jointly. This laboratory is dedicated to FPGA research, design development and higher learning. For this, ACTEL has provided S/W and H/W worth of \$3,56,000 (Rs. 105 lakhs).

Due to globalization, education field in India is now open to all foreign universities, which results in very tough competition for Indian universities. To cope up with this situation college has driven the special task, which results in signing the following Memorandum of understanding (MoU) with other institutes and organizations.

- Carolina A & T State University, Greensboro, USA for faculty development and exchange programme.
- University of Venice, Italy, for faculty development and exchange programme.
- Infosys under Campus Connect Programme.
- Actel Corporation USA to establish ultra modern VLSI Laboratory for post-graduate students. Under this MoU college has received equipments worth of Rs.1.5 Crores.
- United Consulting Engineers to conduct STAD PRO training programme.
- Shri GurudeoEnviro Services Pvt. Ltd. to conduct course on water quality management.
- Vast Engineering Pvt. Ltd. to conduct CAD/CAM courses.

*K. Kash*

*[Signature]*



## Terms and Conditions:

### 1. Relationship

- 1.1 MOU is the collaboration between two parties for mutual benefit.
- 1.2 MOU stands valid for Five years from the date of agreement. The collaboration can be terminated from either side with a notice period of 1 month.
- 1.3 Both parties shall work in synchronism to ensure the successful completion of collaboration.
- 1.4 Both the parties shall provide adequate facilities, to the students undergoing training, with mutual understanding.

### 2. Obligations:

- 2.1 There shall be no obligation on any party to compensate the other in any manner or to make any claim
- 2.2. Each party shall meet the expenses as mutually agreed.
- 2.3 Each party shall respect the other's intellectual property (IP).
- 2.4 Both parties shall maintain confidentiality about any information.
- 2.5 BVDUCOEP and Amplify will together/jointly file patent by mutual understanding. Filing charge of patent will be decided at the time of submission of patent application.
- 2.6 BVDUCOEP and Amplify together will be owner of the patent.
- 2.7 Revenue generated by consultancy, guidance for lab development, research guidance will be shared together with mutual understanding.

### 3. Limitations:

- 3.1 Each party represents that they have full power and authority to enter into this MOU.
- 3.2 Each party shall ensure to work together with maturity.

### 4. Conditions:

- 4.1 Both parties will designate a representative who will be the primary point of contact. From BVDUCOEP one of the following will be primary point of contact.  
Dr. D. S. Bankar (HOD-Electrical Engg Dept)/Dr. R. M. Holmukhe (PG Coordinator/PhD Coordinator/Research Coordinator-Electrical Engg Dept)
- 4.2 Unless and until both the parties agree there shall be no public announcement. Agreement has to be in the form of written approval.
- 4.3. Any dispute under this MOU will be settled at Pune through arbitration, if necessary.

## PURPOSE AND AIMS

The purpose of this association is to recognize the need for cooperation in information sharing/training opportunities for both **Amplify** and **Bharati Vidyapeeth (Deemed to be University) College of Engineering** as well as in some instances, in joint programs for both entities in areas like Electrical & Electronic Test & Measurement Instruments, Lab development, Consultancy to other institutes/organizations, Patent drafting etc.

## DUTIES OFAMPLIFY:

- A. Conduct discussions/guest lecturers/training/presentation focused on electrical engineering/power sector/electrical vehicles/ultra capacitors with live examples, question-answer session followed by a brief introduction of Amplify, its India/abroad operations, market options pertaining to this industry (for a minimum 60-100 students of BTech/MTech) every year.
- B. Permit the students of associate entity to visit Amplify in batches of 30-60 students at a time with pre-approved plan in written, only after a consent from our H.R. Department/Mr. Krishna (not exceeding 150 students per year from a single associate entity).

*V. K. Jethi*

*Amplify*



- C. Offer min. two summer projects related to subjects like electrical vehicles, super capacitors, battery charging discharging, and electrical regenerative braking for engineering students from associate entities. (Presentation of research projects will be given to students, Students shall be interviewed & decision on the same shall be given only after the same. The decision for the same remains solely with H.R. department.
- D. Offer projects to research candidates.
- E. Provide informative research papers, technical journals, magazines (extra copies to us) and latest updates regarding products, engineering & new developments if any to the best possible.
- F. Organize the visits of students from associate entities to the nearby exhibitions related to electrical vehicles industry, subject to exhibition organizers approval. (Students shall be informed of the events & Exhibitions being conducted or where Amplify is participating)
- G. Under "MOU" program Amplify will facilitate some of the electrical/electronic equipments/instruments, hence continue that association and develop laboratory and provide hands on sessions for the same.
- H. Provide resources for faculty development programs / faculty internships annually.
- I. Conduct campus drive for the students from final year annually. This call shall solely be taken by the H.R. department.
- J. Share hardware developed time to time to BVDUCOEP with architecture, design etc.

#### **DUTIES OF BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY) COLLEGE OF ENGINEERING**

- A. BV (DU) COEP will share basic infrastructure of electrical vehicle laboratory which include e-rikshaw/e-bike/e-cycle, for testing purpose, equipment for experimentation.
- B. The Client shall receive, accept the facilitated Equipment and offer an appropriate location in the department for lab development/ institutes / college premises.
- C. Retain each item of the facilitated Equipment in like condition as received from Amplify, normal wear & tear is expected. Title of the facilitated Equipment shall lie with BV (DU) COEP. Maintenance and monitoring will be done by BV (DU) COEP.
- D. Use the facilitated Equipment only for the purpose specified in this MOU i.e. training of students/research projects of BTech/MTech/PhD electrical students of Bharati Vidyapeeth (Deemed to be University) College of Engineering as well as other colleges/universities who are interested.
- E. Request the written permission of Amplify prior to the modification of the Loaned Equipment or transfer of any item of the equipment or complete equipment to third party.
- F. Not share the details of equipment, parts or equipment as a whole with competitors of Amplify.
- G. Ensure appropriate maintenance and upkeep of the facilitated Equipment.

*1/10/2020*

*[Signature]*



- H. Organize functions/events (Faculty Development Programs, Seminars, Guest lectures on electrical vehicles/power sector subjects) so that the initiatives & happenings are known to the students/general public and record the same in appropriate manner.
- I. Promote the events, happenings & Amplify brand using various means of communication like press releases, notice boards, hoardings, college magazines, souvenirs, and brochures, websites, e mails& internet to the best possible.

#### ACADEMIC CONSULTANTS

Amplify welcomes Academic consultation from Bharati Vidyapeeth (Deemed to be University) College of Engineering in areas of mutual interests. BV (DU) COEP faculties are invited to extend their consultation for development activities at Amplify.

#### VALIDITY

The agreement is valid for a period of Five years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of one month in advance, subject to fulfillment of prior obligations otherwise surviving.

#### NON-DISCLOSURE

Except in relation to information that is already in the public domain or required by law, or necessary for the performance of its obligations under this MOU and is accordingly disclosed to its respective officers, employees, representatives or agents each party must not, without the written consent of the other party, directly or indirectly disclose to any other person, use or permit to be disclosed for any purpose other than that contemplated by this MOU, any information that is acquired by it about the other parties affairs under this MOU, or as a consequence of the parties collaboration and must keep all such information strictly confidential and ensure that its officers, employees, representatives and agents keep any such information confidential.

#### ARBITRATION

Amplify and Bharati Vidyapeeth (Deemed to be University) College of Engineering Pune shall settle any dispute arising out of any clause of this AGREEMENT through mutual consultations.

The Memorandum of Understanding (MOU) is made on this 12<sup>th</sup> day Jan 2019 at Bharati Vidyapeeth (Deemed to be University) College of Engineering, Pune.

For Amplify Cleantech Solutions Pvt. Ltd.

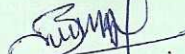
For Bharati Vidyapeeth (Deemed to be University) College of Engineering

Authorized Signatory:



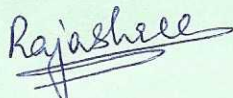
Krishna Jasti  
Director  
Amplify

Authorized Signatory:



Prof. Dr. D. S. Bankar  
Head, Department of Electrical Engg.  
BVUCOE, Pune  
Dept. of Electrical Engineering  
Bharati Vidyapeeth Deemed University

Witness:



Witness:

Dr. Rajesh M Holmukhe  
PG Coordinator/PhD Coordinator/Research Coordinator  
Department of Electrical Engg.  
BVUCOE, Pune  
PG Coordinator  
Department of Electrical Engineering  
BVUCOE, Pune







## Memorandum of Understanding

Between

Associated Chambers of Commerce & Industry of India (ASSOCHAM), New Delhi

And

Bharati Vidyapeeth (Deemed to be University), Pune

### About ASSOCHAM –

ASSOCHAM is the oldest apex chamber of India started its endeavour of value creation for Indian industry in 1920. Having in its fold more than 100 National Councils, National and State chambers, Trade Associations and serving more than 4 lakh direct and indirect members from all over India.

### About GEM -

ASSOCHAM has taken a Green Initiative to care for the Mother Earth and executes the "GEM Sustainability Certification Program" with the objective to complement in India's Sustainability Movement and take it to the next level to promote environment friendly green building design and construction.

GEM has been designed for the sustainable design and development of the buildings and related developments. GEM stands for Green and Eco-friendly Movement.

The program includes Sustainability, Energy and Water Efficiency, Fire and life safety, Indoor Air Quality, Daylight, Fresh Air and Human Comfort and is based upon BEE ECBC 2017 and NBC 2016.

Since launch, GEM Rating System has made rapid strides in Green Building which covers projects across India and many GEM Certified Professionals. ASSOCHAM GEM has regional chapters in Punjab, Rajasthan Gujarat and UP.

ASSOCHAM is an organisation to empower Indian enterprises by inculcating knowledge in the global market, propagating Green building through GEM (Green and Eco- friendly Movement) and spread education and awareness of trends of Green and Sustainable Habitat through seminars, workshops and course programs at various venues across India.

### About Bharati Vidyapeeth (Deemed to be University) College of Architecture, Pune

Bharati Vidyapeeth (Deemed to be University), College of Architecture is a constituent unit of Bharati Vidyapeeth (Deemed to be University), Pune hereinafter referred to as BVDU formed under section 3 of the University Grants Commission Act, 1956. The parent body of BVDU is Bharati Vidyapeeth, a Trust and a Society registered in 1964. The Bharati Vidyapeeth (Deemed to be University) College of Architecture is an institute dedicated to provide quality professional education in the field of Architecture. It imparts the students the knowledge & specific skills necessary to lead successful lives and to grow into positions of influence & leadership in their profession. Bharati Vidyapeeth (Deemed to be University), College of Architecture has been engaged in preparing students to make successful careers for more than a decade. Along the way,

1/



*G. Anjuman*  
Registrar  
Bharati Vidyapeeth  
(Deemed to be University)  
Pune-411 030, India





This MoU is signed subject to approval of the representative academic/ administrative bodies.

**Confidentiality:**

Each party hereby undertakes with the other party to maintain the confidential information in strict confidence and save as provided herein, not to divulge any of the confidential information to any third party and in addition not to communicate, indicate or suggest to any party not in the existence of negotiation under this MoU.

**Future Cooperation:**

The present MoU describes the general condition and arrangements for future cooperation between the parties. The details of effective implementation of this MoU including consideration shall be jointly worked on mutually acceptable terms and conditions.

**General Terms:**

- This MoU is not intended to, and does not create any right, benefit or trust responsibility substantive or procedural, enforceable at law or equity, by either party, its officers, employees or agents against the other party, its officers, employees or agents.
- Nothing in this MOU obligates either party to commit or transfer any fund, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.
- Both parties take responsibility of monitoring and ensuring follow-ups. All decisions will be taken after joint discussion with mutual consent.

**GEM-ASSOCHAM**

Signed By Pankaj R. Dharkar

Date: 01.10.2020

Official Stamp

*Arora*  
(Niraj Arora)

Sr. Director, ASSOCHAM

Witness 1 (ASSOCHAM Council for Green and Eco-Friendly Movement)



**BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY), PUNE**

Signed By G. Rajeshwar

Registrar

Date: \_\_\_\_\_

Official Stamp



Witness 2 (BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY) COLLEGE OF ARCHITECTURE, PUNE)

*[Signature]*

PRINCIPAL

3 | *PASA* Bharati Vidyapeeth  
(Deemed to be University)  
College of Architecture  
Pune-Satara Road, Pune-411 043.





they have developed their own way of doing things, things that their students like and things that employees / clients like & appreciate too. As a part of Bharati Vidyapeeth and BVDU, they contribute in their own way to the vision of their founder, Dr. Patangrao Kadam - "Social Transformation through Dynamic Education", by nurturing the spirit of professional education as a source and a system to shape the individuals to become competent professionals & responsible human beings of the society.

**GEM-ASSOCHAM and BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY), PUNE enter this Memorandum of Understanding (MoU) with the following objectives:**

1. Promote communication and information exchange between the organizations and their respective members through announcements in journals, websites and other communication modes.
2. Encourage participation at official meetings through formal participation by the other organization as often as possible. Members of one organization can attend conferences and general meetings of each other organizations.
3. Promote the knowledge of standard development activities in India and abroad as applicable.
4. Promote the co-operation between GEM-ASSOCHAM technical committees and BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY) COLLEGE OF ARCHITECTURE, PUNE and BVDU standing committees and Task Forces.
5. Jointly organize training and educational seminars and other educational activities when appropriate.
6. Mobilizing participations of students and members in each other program
7. Cooperation in the development and participation in conferences and exhibitions globally which may be mutually beneficial and which strengthen the bonds of national and international cooperation between the organizations and their respective members.
8. The teams of both organizations to interact on regular basis and shall aim to exchange at least one technical article every year in each other's journal.
9. As far as possible disputes, if any, shall be mutually resolved. In case the disputes are not resolved, only the courts at Delhi shall have the jurisdiction.

The MoU will take effect from the date it is signed by representatives of both the parties. It will remain valid for 3 years from 01/10/2020 to 30/09/2023 and may be continued thereafter after suitable review and agreement. Either party may terminate this MoU by giving written notice to the other party three months in advance.

Once terminated, neither GEM-ASSOCHAM nor BVDU and BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY) COLLEGE OF ARCHITECTURE, PUNE will be responsible for any losses, financial or otherwise which the other party may suffer. However, GEM-ASSOCHAM and BVDU/BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY) COLLEGE OF ARCHITECTURE, PUNE will ensure all activities in progress are allowed and be completed successfully.

21



*G. Singh*  
Registrar  
Bharati Vidyapeeth  
(Deemed to be University)  
Pune-411 030, India



2021-22

Report of **Webinar Series Sustainable Built Environment**  
**Session 1 - Climate Change and Urban Infrastructure**

DAY/DATE: Saturday, 14th August 2021

TIMING: 11:30 to 01:30 pm

ORGANISED FOR: institutes from all over India

organising FACULTY:

1. Professor Archana Gaikwad
2. Associate Professor Aditi Ianke
3. Assistant Professor Deepti Soni-Deshmukh

UNDER THE SCOPE OF : **Collaboration and student's seminar**

SPEAKERS:

**1. Dr. Priyadarshini Karve - Director, Samuchit Enviro Tech**

HER EXPERTISE (IN BRIEF): Dr. Karve, the Managing Director of Samuchit, has also invented an easy-to-use Samuchit Carbon Footprint Calculator for Urban Indians, and conducts workshops on climate friendly lifestyle, sustainable urbanization, etc. She is actively involved with various national and international organizations working in her area of work. Her contributions have been recognized by a number of national and international awards and accolades.

**2. Mr. Shubhabrata Rath -Joint Director, ASSOCHAM GEM Green Building Certification Program**

HIS EXPERTISE (IN BRIEF): Mr. Rath is a Mechanical Engineer and a Certified Green Building Professional. With more than a decade of experience in India and Middle East Asia in the fields of sustainability, teaching, motivation, research and site implementations, both in building design and construction sector, he is more than passionate about the triple bottom line. The five elements of nature and holistic human well being is what drove him to be a writer ('The Totemic Chase') and a psychological counselor, as well.

No. of participation: 235


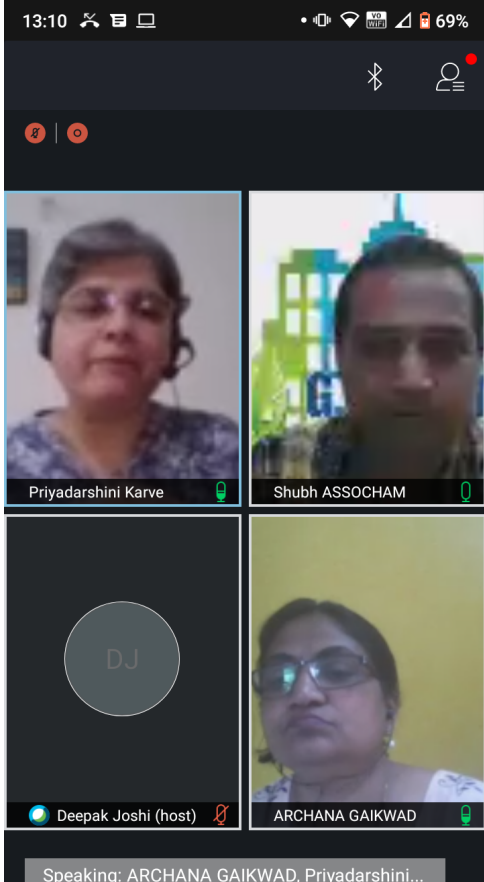
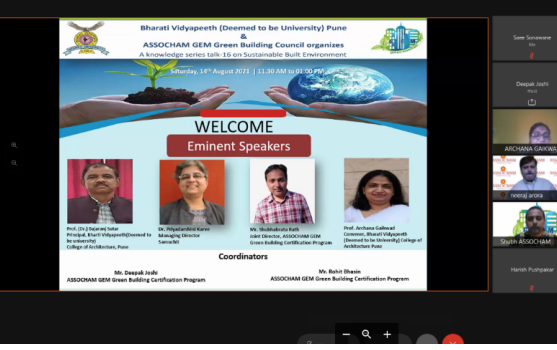

**OBJECTIVE -**

ASSOCHAM GEM Green Building Council with the support of Bharti Vidyapeeth (Deemed to be University) Pune is organizing a webinar series on Sustainable Built Environment.

In order to cope with the ongoing climate crisis, it is necessary to understand its causes, effects, risks, and possible mitigation as well as adaptation measures. For any professional, sector-specific understanding of climate risks and solutions has now become essential knowledge. Particularly for the construction industry and allied fields, this is most imperative. A lot of climate risks are becoming climate disasters because of thoughtlessly constructed urban infrastructure. Any urban infrastructure being built today must be mindful of how it is going to interact with climate change

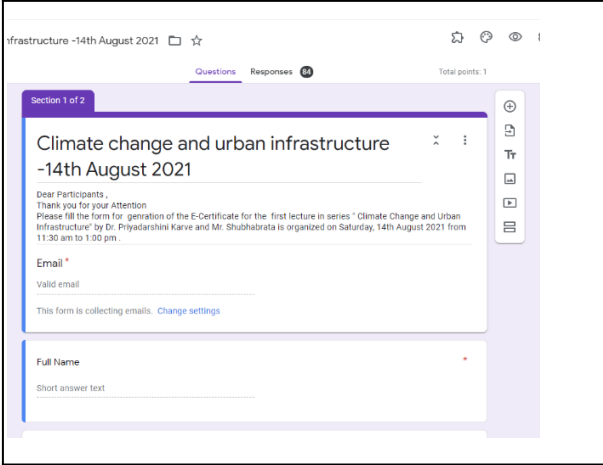



# Bharati Vidyapeeth ( Deemed To Be) University College of Architecture, Pune

 <p><b>Bharati Vidyapeeth (Deemed to be University) Pune &amp; ASSOCHAM GEM Green Building Council organizes</b> A knowledge series talk-16 on Sustainable Built Environment</p> <h2 style="text-align: center;">CLIMATE CHANGE AND URBAN INFRASTRUCTURE</h2> <p style="text-align: center;">Saturday, 14<sup>th</sup> August 2021   11.30 AM to 01.00 PM</p> <p><b>Eminent Speakers</b></p> <p><b>Dr. Priyadarshini Karve</b> Director, Samuchit Energy Tech</p> <p><b>Mr. Shubhabrata Rath</b> Joint Director, ASSOCHAM GEM Green Building Certification Program</p> <p>The session will provide some basic understanding of the cause - effect relationship between human activities and greenhouse gas emissions, and discuss the key consequences of global warming and the resultant risks, with specific reference to India. It will also discuss specifically how urban infrastructure contributes to climate change, and how sustainable design and building principles can now support mitigation as well as adaptation.</p> <p>Dr. Karve, who is the Managing Director of Samuchit, has also invented an easy-to-use Samuchit Carbon Footprint Calculator for Urban Indians, and conducts workshops on climate friendly lifestyle, sustainable urbanization, etc. She is actively involved with various national and international organizations working in her area of work. Her contributions have been recognized by a number of national and international awards and accolades.</p> <p>Mr. Rath is a Mechanical Engineer and a Certified Green Building Professional. With more than a decade of experience in India and Middle East Asia in the fields of sustainability, teaching, motivation, research and site implementations, both in building design and construction sector, he is more than passionate about the triple bottom line. The five elements of nature and holistic human well being is what drove him to be a writer (The Totemic Chase) and a psychological counselor, as well.</p> <p><b>TO REGISTER:</b> Attendee short link - <a href="https://bit.ly/2VipYFg">https://bit.ly/2VipYFg</a> Event number: 175 765 5973 Event password: 7477</p> <p><b>Prof. Archana Galkwad</b> Convener Bharati Vidyapeeth (Deemed to be University) College of Architecture Pune</p> <p><b>Prof. Dr. Bajarang Sutar</b> Principal Bharati Vidyapeeth (Deemed to be University) College of Architecture Pune</p> <p><b>Mr. Deepak Joshi</b> Coordinator ASSOCHAM GEM Green Building Certification Program</p> <p><b>Mr. Rohit Bhasin</b> Coordinator ASSOCHAM GEM Green Building Certification Program</p> <p>For further details, please contact: Mr. Deepak Joshi: 9910361296 Mr. Rohit Bhasin: 7838701858 Prof. Archana Galkwad: 9423590388</p>	
<p style="text-align: center;"><b>Poster for the webinar</b></p>	<p style="text-align: center;"><b>Lecture by Dr. Priyadarshini Karve</b></p>
	
<p style="text-align: center;"><b>Experts introduction</b></p>	<p style="text-align: center;"><b>Question and answer session</b></p>



**Bharati Vidyapeeth ( Deemed To Be) University**  
**College of Architecture, Pune**

	
form for the e-certificate generation for the participants	e-certificate generated after filling the form successfully

**ADMINISTRATIVE INFORMATION:**

REMUNERATION PAID (IF ANY): 1500/-

ON DATE: 14 st August 2021

CO-ORDINATING FACULTY:

1. Professor Archana Gaikwad

REPORT SUBMITTED BY:

1. Assistant Professor Deepti soni deshमुख

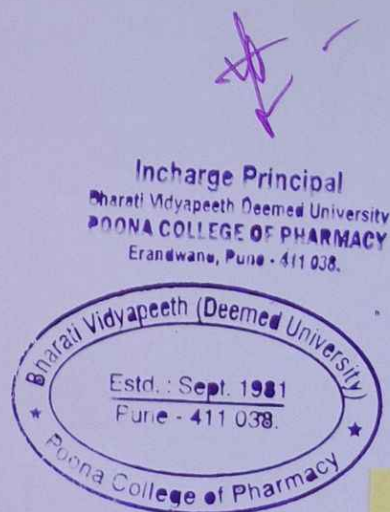
Following staff attended and were issued certificates for attending webinar on 'Climate change and urban infrastructure' on 14 August 2021 apart from Dr. Sutar and Archana Gaikwad.

1. Aditi Lanke
2. Deepti soni Deshmukh
3. Mukta Latkar-Talwalkar
4. Priya Bangle
5. Sujata Patil
6. Chetan Kamble
7. SUDARSHAN BODHANKAR
8. Meghana Vikrant Malve
9. Sunil Terdalkar
10. Sanjay Kumbhare
11. Swapnali Sutar
12. Maithili Ganorkar
13. Madhura Deshpande



3.7.2 Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange

Organisation with which MoU is signed	Year of signing MoU	Duration	List the actual activities under each MOU year wise	Number of students/teachers participated under MoUs
Ashland India Pvt. Ltd., Mumbai 400086	3rd Feb 2021	5 years	Evaluation of possibility of applications of Excipients in the New Product Development and its Applications	T=2, S=1
SynThera Biomedical Private Limited, Behind RMZ, Baner, Pune-411045, Maharashtra	05th Jan 2021	5 years	Bioactive glass and hydrogel based formulation development testing for chronic wound healing	T=1, S=1
BVG Life Sciences Ltd. BVG House, Premier Plaza, Pune-Mumbai Road, Chinchwad, Pune-411019	30th Nov 2020	5 years	Use of facilities and expertise for validation of ayurvedic and herbal formulations in the field of human health	T=1, S=2
Winsia Life Sciences, Flat No. 401 CST 51 B+127, Shantisheel Society, Alliance Avaneesh, Erandwane, Pune-411004	24th Dec 2020	3 years	Collaborative Research having application in field of Pharmaceuticals	T=1





MEMORANDUM OF UNDERSTANDING

BETWEEN

ASHLAND INDIA PRIVATE LIMITED

AND

BHARATI VIDYAPEETH (Deemed to be University), POONA COLLEGE OF PHARMACY

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is entered on 3<sup>rd</sup> February 2021

by and between:

**Ashland India Private Limited**, a company incorporated under the Companies Act 1956, having its Registered office at "8<sup>th</sup> Floor, R City office, Above R City Mall, Ghatkopar West Mumbai 400086, India (hereinafter referred to as "Sponsor/Ashland" which expression shall unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) represented by Mr Nelson Corda, Managing Director, of the **FIRST PART**

AND

**Bharati Vidyapeeth (Deemed to be University), Poona College of Pharmacy**, a University college, having its address at More Vidyalaya Complex, Paud road, Erandwane, Pune-411038 (hereinafter referred to as "BV-PCP" which expressions shall unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns and shall expressly exclude its affiliates) represented by Dr Atmaram Pawar, Principal, of the **SECOND PART**

Sponsor and BV-PCP are hereinafter referred to collectively as the "Parties" and individually as "Party".

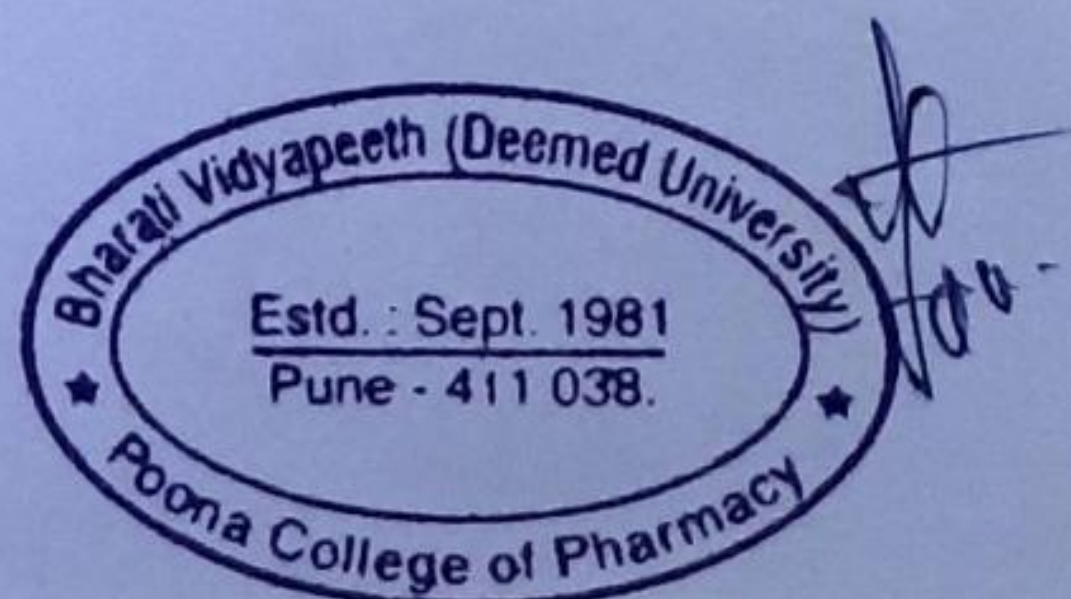
**WHEREAS:**

- A. The Parties are interested in working together in connection with the Purpose which is described in the Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as their respective rights and responsibility of each party.
- C. Each Party is expected to act in good faith in accordance with this Memorandum

**NOW THEREFORE IN CONSIDERATION OF** the premises and the mutual covenants set forth herein in this MOU, the Sponsor and BV-PCP (collectively the Parties) agree as follows:

**1. PROJECT AND PURPOSE**

- (a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as New Product Development and its Applications – NPDA ("the Project").
- (b) The Project has the following purpose ("the Purpose"):
  - To study and evaluate the possibility of applications of excipients ("the Product") in the New Product Development in the college campus.
  - To study and evaluate the possibility of better/new use of the Product in the college campus.





2. **OBLIGATIONS OF SPONSOR**

- a. Sponsor shall give free sample kit of excipients to explore the new application study of Products and shall refill based on the requirements.
- b. The obligations of the Sponsor are limited to above and the Sponsor do not commit any financial support to BV-PCP.

3. **OBLIGATIONS OF BV-PCP**

- a. BV-PCP shall strictly use the Sample for internal use only and not distribute it anywhere.
- b. BV-PCP shall study the formulation of Products in new application.
- c. BV-PCP shall exchange the Know how in relation to the Project.
- d. BV-PCP shall not speak, write or publish anything negative about the Sponsor or its Products, services in any form of communication nor shall compare Sponsor or its Product with the Competitor's Product.
- e. BV-PCP shall not make any financial commitment on behalf of the Sponsors.
- f. BV-PCP shall not compare Sponsor Product with Competitors Product and shall not make any negative publicity or do anything which lessen the value of the Product or that of the Sponsors.

**GENERAL OBLIGATIONS:**

The Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.

5. **RIGHT TO USE**

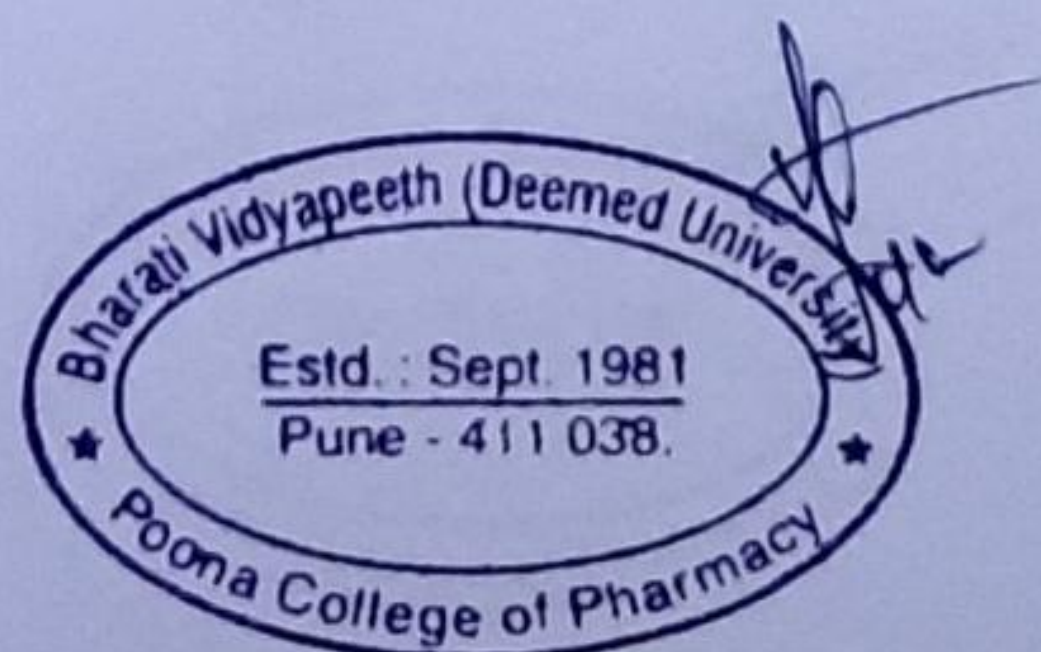
Sponsor and its affiliates shall have the exclusive right over the results /reports generated out of the development Program carried out under this Agreement for which BV-PCP shall not take/have any objection.

6. **CHANGES TO MEMORANDUM**

- a. This Memorandum may be amended at any time by agreement between the Parties.
- b. Any changes to this Memorandum must be made in writing and signed by the Parties.

7. **CONFIDENTIALITY**

- a. Notwithstanding anything contained herein, this "Confidentiality" Clause is intended to be legally binding on the Parties herein.
- b. The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("**Confidential Information**").
- c. The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some Confidential Information ("Disclosing Party"), and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.

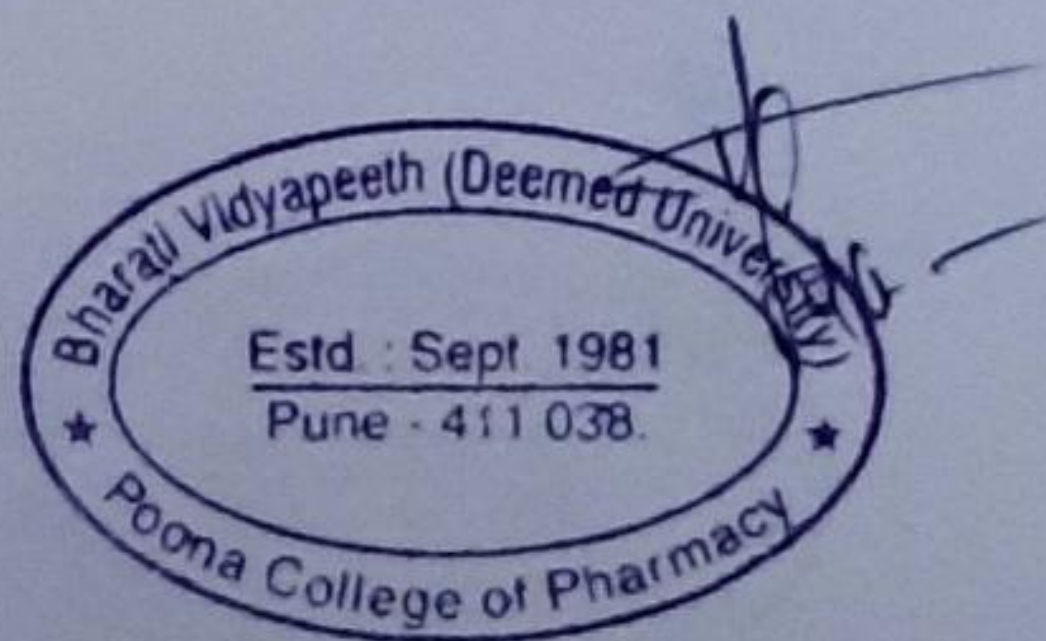




- d. For the purpose of this Memorandum, Confidential Information may include but is not limited to:
- i. information exchanged by Parties in whatever form relating to the Project and / or the Purpose;
  - ii. any information derived from any other information which falls within this definition of Confidential Information; and
  - iii. any copy of any Confidential Information.

but does not include information which:

- I. was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
  - II. is, or becomes, publicly available, through no fault of the Receiving Party;
  - III. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
  - IV. is provided to the Receiving Party by the Disclosing Party and is marked "Non-Confidential"; or
  - V. is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure
  - VI. was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information provided by the Disclosing Party.
- e. In relation to any Confidential Information:
- i. the Receiving Party shall keep the Confidential Information confidential and secret.
  - ii. the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
  - iii. the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.
- f. If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.
- g. Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue for a period of twenty (20) years after that Party ceases to participate in the Project.





## 8. INTELLECTUAL PROPERTY AND PUBLICATIONS

- a. Except as otherwise provided herein, each Party shall retain all right, title and interest in and to its Intellectual Property. As used herein, "Intellectual Property" of a Party means information, ideas, techniques, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analysis, designs, methodologies, code, artwork, trade secrets, copyrights, know-how, data, materials, documentation, hardware, software and other intellectual property of any kind, whether or not protectable under patent, trademark, copyright or similar law, belonging to or under the control of such Party prior to the execution date of this MOU or acquired or created by or on behalf of such Party independently of this MOU.
- b. Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.
- c. BV-PCP shall not release any information in any public media, press release, magazine, newspaper, social website on the study being performed under the MOU or containing the name of the Sponsor or any of its employees without prior written approval by an authorized representative of the Sponsor but such approval shall not be unreasonably withheld.
- d. The parties shall consult each other for any publication before releasing it in the public domain.
- e. BV-PCP, however, shall have a right to acknowledge Sponsor support or name Sponsor as co-author in scientific and academic communications. Nothing herein shall be construed as prohibiting BV-PCP or Sponsor from reporting on the study to a governmental agency or otherwise identifying the study as required by law.
- f. If Sponsor are a part of ideas generation or technical research work then in that event BV-PCP shall place Sponsor as co-author in the Publications, White Papers and Patent or any other mode of communication in the Public domain. If Sponsor are only supporting University with the excipients then in that event BV-PCP shall acknowledge Sponsor in the Publications, White Papers and Patent or any other mode of communication in the Public domain.
- g. Each Party's respective obligations of Publications under this clause will survive the termination or expiration of this Memorandum and will continue for a period of ten (10) years after that Party ceases to participate in the Project.

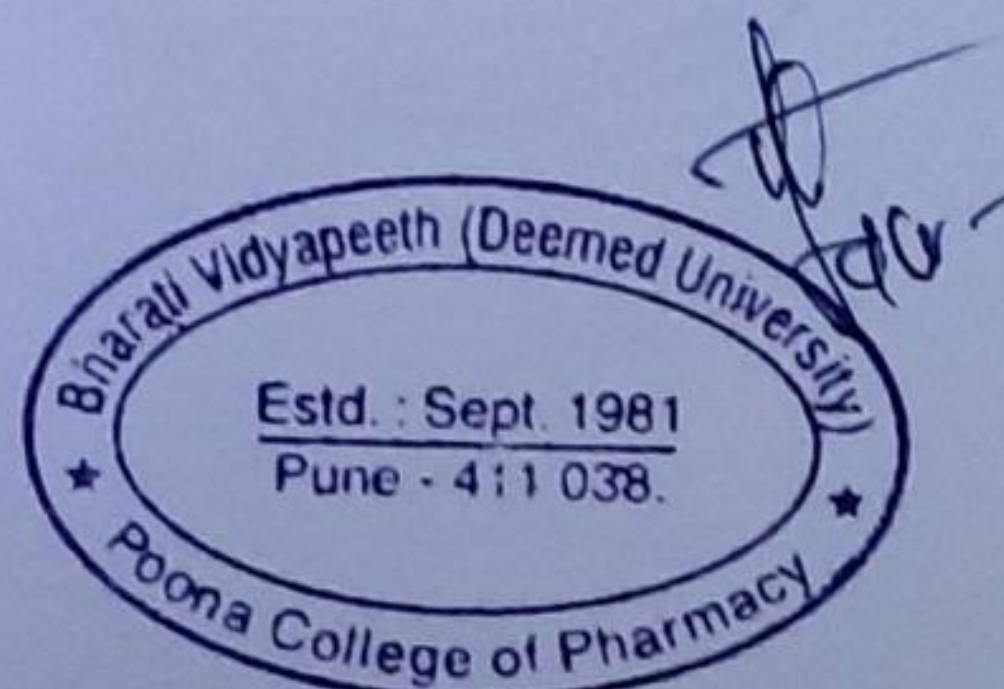
## TERM AND TERMINATION

- a. This Memorandum will commence on 1<sup>st</sup> March 2021 and will continue for a period of 5 years i.e. until 28<sup>th</sup> February 2026.
- b. Either Party may terminate this Memorandum forthwith by providing a prior notice of thirty (30) days in writing to the other Party.

## 10. CONSEQUENCES OF TERMINATION

In the event that this Memorandum is terminated:

- a. In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party





("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party; and

- b. The obligations provided in the "Confidentiality" clause and "Publication" Clause of this Memorandum will continue for the time periods as provided in that clause.

11. **INDEMNITY**

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to third party claims based on:

- (a) breach of this MOU by the Indemnifying Party;  
(b) breach of any representation or warranty by the Indemnifying Party.

12. **SEVERABILITY**

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

13. **ENTIRE AGREEMENT**

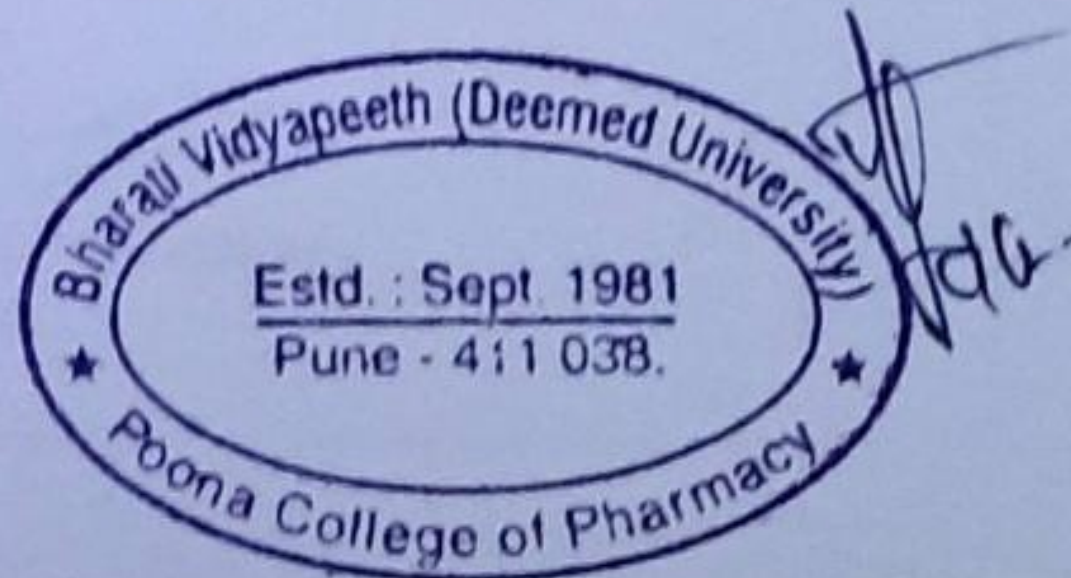
This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof.

14. **NO OTHER RIGHTS GRANTED**

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

15. **NOTICES**

- a) All notices, requests or other communications required or permitted to be given under this MOU shall be given in writing and in English language and shall be deemed to have been given if delivered by hand, by facsimile or by certified mail, postage pre-paid, effective upon receipt thereof.
- b) Notices to be given pursuant to the provisions hereof shall be sent to the Parties at the following addresses:





If to Ashland:

Attn: Dr. Saurabh Gupta  
**Ashland India Private Limited**  
 8th floor, R City Offices, Above R City Mall,  
 LBS Marg, Ghatkopar West,  
 Mumbai - 400086, Maharashtra, India  
 Contact No.- 022- 6282 8700 Fax No.: 022- 6282 8787  
 Email ID- Saurabh\_Gupta@ashland.com / vaishali.tawde@ashland.com

If to BV-PCP:

Attn: Dr Atmaram Pawar, Principal  
**Bharati Vidyapeeth (Deemed to be University), Poona College of Pharmacy**  
 More Vidyalaya Complex, Paud road, Erandwane, Pune-411038, Maharashtra, India  
 Contact No.- 020-25437237 Fax No.: 020- 25439383  
 Email ID- atmaram.pawar@bharatividyapeeth.edu / p\_atmaram@rediffmail.com

c) Either Party may change its address for receipt of notices by written notice to the opposite Party.

16. **AMENDMENTS**

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both the Parties.

17. **GOVERNING LAW**

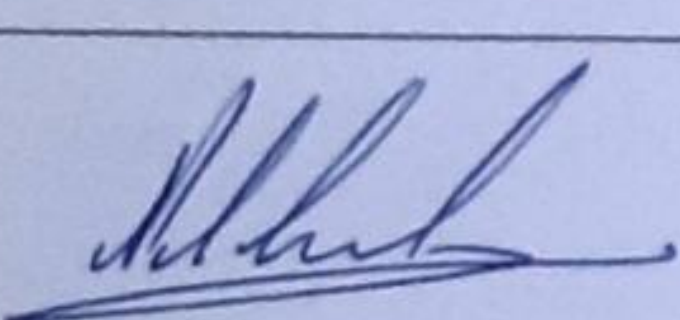

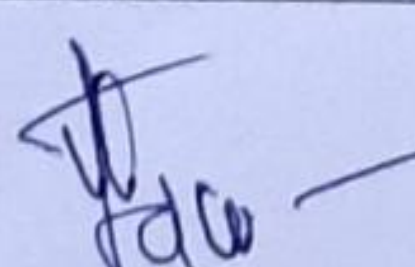
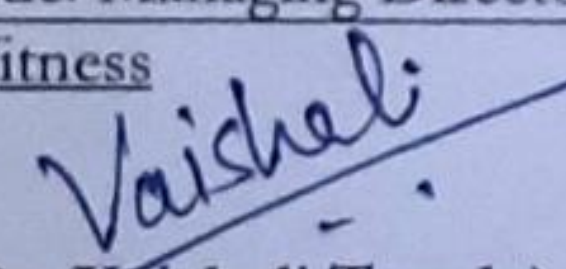

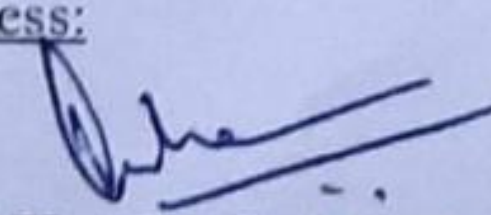
This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

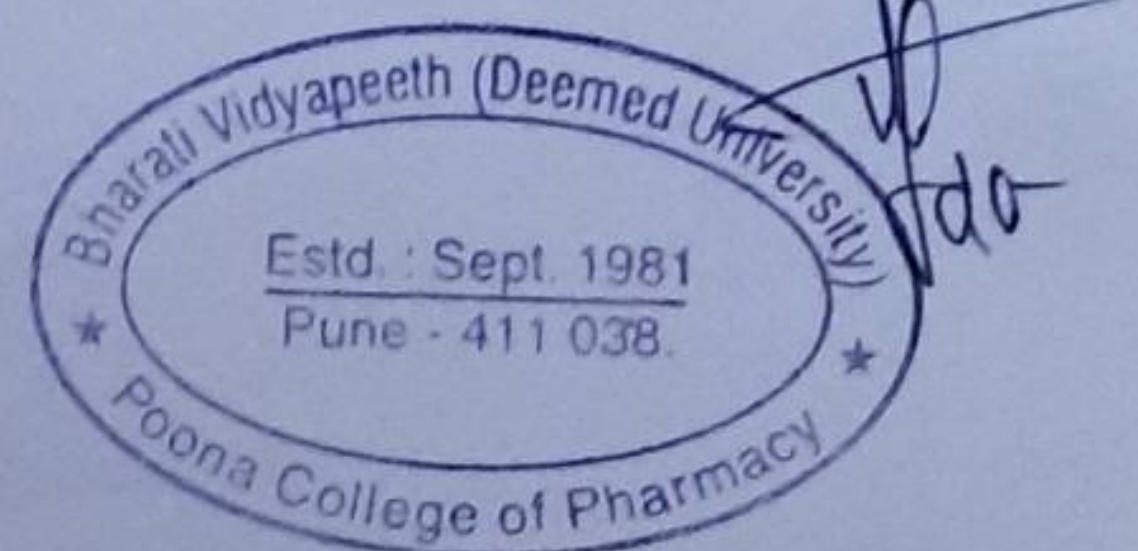
18. **SURVIVAL**

Upon expiration or termination of this MOU, the parties' rights and obligations concerning Confidentiality, Publication and anything else which expressly survives or accrues before the MOU's end, or by its nature should survive, will survive.

IN WITNESS whereof the duly authorized representatives of the parties have signed on the day and year first hereinbefore written.

Acknowledged and Accepted

For and on behalf of <b>Ashland India Private Limited</b>	For and on behalf of <b>Bharati Vidyapeeth (Deemed to be University), Poona College of Pharmacy</b>
 	 <b>Incharge Principal</b> <b>Bharati Vidyapeeth Deemed University</b> <b>POONA COLLEGE OF PHARMACY</b> <b>Erandwane, Pune - 411 038.</b>
Name: <b>Nelson Corda</b>	Name: <b>Dr Atmaram Pawar</b>
Title: Managing Director	Title: Principal
Witness  <b>(Dr. Vaishali Tawde)</b> Sr. Director - New Business Development & Marketing- Asia Pacific 	Witness:  <b>( Dr. Varsha Pokharkar)</b> Vice-principal





# **Memorandum of Understanding**

**SynThera Biomedical Private Limited**

F. No. E/202, S. No. 5, HN 2/2, Baner Pune Felicita,  
Behind RMZ, Baner,  
Pune-411045, Maharashtra, INDIA.

**And**

**Poona College of Pharmacy,**  
Bharati Vidyapeeth Educational Complex,  
More Vidyalaya Campus,  
Erandwane, Paud Road, Pune-411038  
Maharashtra, INDIA.

**Date: 5<sup>th</sup> February 2021**



## **Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is entered into this day 5 February 2021 ("Effective Date") between SynThera Biomedical Private Limited having its registered office at F. No. E/202, S. No. 5, HN 2/2, Baner Pune Felicita, Behind RMZ, Baner, Pune Maharashtra 411045 India (First party) (hereinafter referred to as 'SBPL') and Poona College of Pharmacy, Bharati Vidyapeeth Educational Complex, More Vidyalya Campus, Erandwane, Paud Road, Pune – 411038 Maharashtra, INDIA (Second party) (hereinafter referred to as 'PCP'). The Parties are individually named as "Party" and collectively named as the "Parties".

### **1. Purpose**

The purpose of this Memorandum of Understanding ("MOU") is to outline the basic principles of collaboration between SBPL and PCP. The intent of this collaboration is to combine the strengths of SBPL and PCP for mutual benefit and collaborative research project in healthcare and allied areas.

### **2. Background**

SBPL is a private limited company that is focused on research, design, development, manufacture and commercialization of advanced material products and technologies for use in healthcare and allied fields.

PCP is a grant-in-aid institute, conducting Graduate, Post-graduate and Doctoral programs in Pharmaceutical Sciences.

The synergy between the activities of SBPL and PCP has the potential to lead to collaborations that result in the development of cutting-edge innovative products in the healthcare and allied industries.

SBPL and PCP recognize the vital importance of research, the new knowledge and applications it creates, and the knowledgeable and skilled human resources developed through the process of conducting product research, design and development. In some of the areas where PCP and SBPL interests align, the parties envision collaborations for mutual benefit.

### **3. Scope of joint cooperation**

- i) The Parties shall endeavor to encourage and facilitate, as appropriate, the development of contacts and co-operation between each other, for the conduct of projects of interest that are mutually agreed between the Parties. The areas of interest shall be identified through mutual discussions periodically.
- ii) SBPL and PCP shall carry out research projects jointly in the areas of common interest which can be a dissertation project for a student registered for Masters or a part of research work of a Ph.D. student from PCP depending upon the nature of the project, facilities available at the premises of both the parties, requirements and financial condition of both the Parties to this MOU. The Terms and Conditions of every such project of joint collaboration shall be drafted in a separate Addendum to this MOU. Notwithstanding the conditions mentioned under the Addendum, the terms and conditions of this MOU shall be applicable at the time of execution of the Project. Addendum shall be considered as a part of this MOU.

Initially work is planned on "Bioactive glass and hydrogel based formulation development and testing for chronic wound healing application" which is described under "Addendum A". Addendum A forms part of this MOU.



- iii) The project of common interest shall be headed by senior level personnel from both the parties to this MOU. The exact names and designation of such senior level personnel's shall be described in the project specific addendum each time.
- iv) SBPL and PCP shall encourage exchange of visits to their respective locations.
- v) SBPL and PCP, through a committee consisting of senior scientists and/or professors, and director-level members and/or any other personnel authorized by them from SBPL and PCP, will review the status of the joint research initiatives at mutually agreed regular intervals for assessment, modification and keeping track of deliverables as planned.
- vi) SBPL may offer internship programs to eligible students of PCP for a defined period and for a particular project undertaken by SBPL. However, number of students for each internship, the period of an internship will be decided by SBPL on an as is when is basis. Each student enrolled for internship with SBPL shall adhere to the rules and regulations of SBPL and shall sign a separate Internship Contract and NDA with SBPL.
- vii) SBPL may arrange industry visits for the students of PCP forming part of their curriculum for a whole/half day upon prior notice received from PCP. Prior notice means a clear seven (7) days' notice prior to the proposed date of industrial visit.
- viii) Both the parties to this MOU shall assist/guide each other to the best of their respective abilities in the activities of product development, modification, modernization etc. in the field of mutual interest.
- ix) PCP may invite personnel from SBPL as visiting faculty at its campus to impart their knowledge to its students whether on regular or periodic basis as per the mutual agreement between both the Parties.
- x) PCP shall allow access to SBPL to its library, internet, computation facilities etc.
- xi) i) PCP shall conduct required testing or studies upon request received from SBPL in consideration of fees as prescribed by PCP.
- ii) Whenever possible upon prior written request from SBPL, PCP shall allow permission to access their lab facility by any authorized personnel from SBPL to carry out their own study in consideration of fees as prescribed by PCP.

In both the conditions as aforementioned in sub-clause i) and ii) PCP acknowledges and agrees that all rights including but not limited to copyrights, Patents, Trademarks etc. belongs to and shall be the sole and exclusive property of SBPL.

#### **4. Definitive Agreements**

PCP and SBPL may from time to time enter into the project specific definitive agreements and/or Addendums to this MOU, as the case may be, setting out therein the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreements.

#### **5. Cost and Price**

Unless otherwise expressly provided in writing, each Party is responsible for its own costs for complying with this MOU and in connection with the performance of its obligations under this MOU. However, based on the results obtained applications shall be made jointly to national



and international agencies to seek funding for research activities. Similar financial arrangements shall be made for projects undertaken in future. Each Addendum attached to this MOU shall clearly describe the financial aspects of the particular project save as the total cost of the project, cost to be borne by each party etc.

## **6. Relation**

This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MOU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other without the other Party's prior written consent. At all times contemplated herein, the Parties shall remain independent contractors. The officers, agents and employees of SBPL and PCP shall remain the officers, agents, and employees of their respective institutions.

## **7. Confidentiality**

Each party to the MOU will strictly maintain confidentiality of any technical, commercial or any other material/information learned from the other party in the course of the performance of its obligations under this MOU and (i) that has been clearly marked as Confidential ("Confidential Information") or (ii) which by its nature is confidential and treat as if such material/information received from other party are of their own. The parties further agree that they will not communicate such Confidential Information to any third party unless otherwise expressly agreed to in writing by the disclosing party, or make use of such information except for the performance of the obligations under this MOU.

The obligations as mentioned above shall not apply, however, to any information which:

- i) is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain its confidentiality;
- ii) is or becomes generally known to the public without violation of this provision;
- iii) is obtained by the receiving party from a third party having the right to disclose it, without the obligation to keep such information confidential;
- iv) is independently developed by the receiving party without the use of confidential information as evidenced by that party's written documentation;
- v) is approved for release by written authorization of the disclosing party; or
- vi) is required to be provided under any law, or process of law duly executed.

The obligation of confidentiality of the receiving party shall survive for a period of five (5) years from the termination or expiry of this MOU.

This does not preclude the possibilities of joint publications in technical journals and/or presentation of results as appropriate in conferences. All publications and presentations must acknowledge this joint effort after mutual consent. SBPL reserves the right to provide consent to publish any results arising out of the collaborative projects only after it has filed for intellectual property protection via patents, trademarks, etc.

## **8. Intellectual property rights**

By entering into this MOU, the parties agree: i) to respect each other's intellectual property, ii) not to use each other's intellectual property without the prior written consent, iii) ensure the confidentiality of such intellectual property within their respective organizations, and iv) not to use each other's intellectual property upon dissolution of this MOU.

All intellectual property rights already belonging to the Parties shall remain with the respective Parties. The parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right or title of copyrights, patents, trade secrets,



trade marks, or any other intellectual property rights owned by the other party. No license under any patent, copyright or other intellectual property right is granted by implication or otherwise to the other party under this MOU.

Any application seeking intellectual property rights relating to the specific project will be jointly filed by SBPL and PCP. The financial arrangement after the commercialization of such products shall be decided mutually by the Parties to this MOU in a separate Agreement.

Both the Parties to this MOU mutually agree that they shall not transfer and/or assign and/or mortgage and/or create any lien etc. with respect to the Intellectual Property developed during the joint collaboration without prior written consent from the other party.

#### **9. Liability**

Except for claims that may be pursuant to clauses of Confidentiality and Intellectual Property, in no event shall either party be liable for any indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits (actual or anticipated), goodwill, revenue, data or use, incurred by the other party. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other party under this MOU even if such Party knew or should have known of the possibility of such damages.

#### **10. Indemnity**

Each Party ("Indemnifying Party") warrants to the other Party (Indemnified Party) that all information and other assistance provided by it shall not infringe third party rights and agrees to hold the Indemnified Party fully indemnified and harmless and at all times keep the Indemnified Party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as a result of any action on the part of the Indemnifying Party provided (i) Indemnifying Party receives prompt notice of the claim, (ii) Indemnified Party provides, at Indemnifying Party's expense, all reasonable assistance to defend against the claim, (iii) Indemnifying Party has the right to control the defense or settlement of the claim, (iv) Indemnified Party provides to the Indemnifying Party all reasonable information and material as may be reasonable in connection with the defense or settlement negotiation of such claim, and (v) Indemnified Party does not make any statement or admission related to the claim which may prejudicially affect the defense or settlement of such claim unless consent is given by Indemnifying Party which consent shall not be unreasonably withheld or delayed.

Above warranty and indemnity obligations of Indemnifying Party shall not apply to the extent such Intellectual Property Right violation is due to any act, omission or contribution of Indemnified Party.

#### **11. Term**

This MOU shall come into force on the Effective date and will be in effect till the occurrence of the earliest of the following events: (i) Expiry of a period of 3 years from the date of its commencement, unless its term is extended by mutual agreement in writing between the parties; or (ii) it is otherwise earlier terminated pursuant to the provisions of this MOU.

#### **12. Termination**

Either party may, upon thirty (30) days written notice to the other party, terminate this MOU. Either party may also terminate this MOU immediately in the event of a breach of any condition of this MOU by the other party and failure to remedy the breach for a period of thirty (30) days after receipt of written notice from the non-breaching party requiring remedy. All projects already accepted for implementation under a definitive agreement, shall



be completed by each party performing the activities and discharging the obligations assigned to it under the respective definitive agreement and shall be subject to the terms of the definitive agreement notwithstanding the termination of the MOU. On the termination/expiry of this MOU each party will return all property and Confidential Information belonging to the other party exchanged under this MOU and hereby undertakes not to use the said proprietary or Confidential Information of the other party in any manner whatsoever, unless such Confidential Information is required for the performance of the Definitive Agreement. The Parties shall pay the unpaid amount to each other or to third party if any within thirty (30) days of the termination date, or simple interest of twelve percent (12%) will be applicable for each defaulting day after thirty (30) days of the termination date.

### 13. Notices

All notices, requests, demands and other communications under this MOU or in connection herewith shall be given to or made upon the respective parties as follows:

#### To **SBPL**

Name & Designation: **Dr. Nilay Lakhkar,**  
Founder and CEO  
SynThera Biomedical Private Limited  
E-202, Felicita, Baner-Pashan Link Road, Baner, Pune 411045  
Ph: 9067030253  
Email: info@synthera.in

#### To **PCP**

Name and Designation: **Dr. A. P. Pawar**  
Principal (In Charge) and Professor  
Ph: 020 2543 7237  
Email: pcp@bharativedyapeeth.edu

or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by email, letter, fax or telegram.

### 14. Publicity

Any publication arising out of the project undertaken under this MOU shall be done jointly with mutual consent. Research supervisors from both the PCP will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MOU will be accounted for by way of reporting the working thesis and/or paper publication except the part for which IPR needs be claimed.

Neither Party will publish the work carried out under this MOU without prior written consent of the other Party.

Neither party shall use any name, mark or symbol of the other party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of the other party. Neither Party shall directly or indirectly make any media release, public announcement, public disclosure or publish any written material relating to this MOU or the results obtained thereunder, including in any promotional or marketing materials, customer lists, referral lists, analytical paper or business presentations unless the same is in joint authorship or otherwise acknowledges the efforts of the other party and a written consent from the other Party is obtained for each such use or release.

### 15. Governing Law and Dispute Resolution



The laws of India shall govern this MOU. In the event of a dispute or difference, of any nature whatsoever, between the parties, the same will be first escalated to the top management of the two parties for appropriate resolution. If such dispute or difference is still unresolved for a period of 60 days from the date of such reference, the same will be referred for arbitration of a Sole Arbitrator if the parties mutually agree upon one failing which to an Arbitration Tribunal. This tribunal will comprise of three Arbitrators. Both the parties will each nominate an Arbitrator to the tribunal and these Arbitrators will appoint the third Arbitrator. The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996 and the parties hereto submit to the jurisdiction of the courts of Pune, India.

**16. Non-exclusive arrangement**

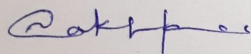
Both parties agree that this MOU represents a nonexclusive relationship between the parties, and nothing contained herein shall preclude either party from participating in other similar relationships with third parties at any time, either during the term of or after the termination of this MOU for any reason. The parties agree that this MOU does not constitute an agreement by either party to enter into an Agreement or any duty or obligation to proceed with any of collaborative research projects described herein.

**17. Entire Agreement**

This MOU constitutes the entire understanding and agreement of and between the parties, and supersedes all prior representations and agreements, oral or written. It shall not be modified, except by mutual consent of the parties by issuance of an instrument in writing of subsequent date, duly executed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this agreement, effective as of the date above.

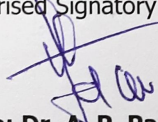
SynThera Biomedical Pvt. Ltd., Pune  
Authorised Signatory



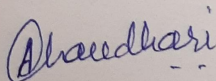
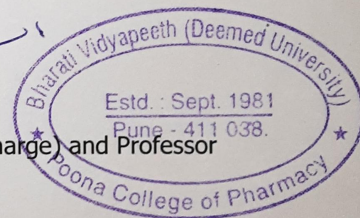
**Name: Dr. Nilay Lakhkar**  
Designation: Founder and CEO  
Date: 05/02/2021



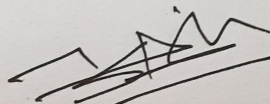
Poona College of Pharmacy, Pune  
Authorised Signatory



**Name: Dr. A. P. Pawar**  
Designation: Principal(InCharge) and Professor  
Date: 05/02/2021



**Witness: Dr. Amol Chaudhari**



**Witness: Dr. Vaibhav Shinde**



30 Nov 2020  
(5 years)

# Memorandum of Understanding

between



Humanity Ahead

**BVG LIFE SCIENCES LTD.**

**BVG Life Sciences Limited**

BVG House, Premier Plaza,  
Pune Mumbai Road, Chinchwad,  
Pune - 411 019, Maharashtra

and



**Poona College of Pharmacy, Bharati Vidyapeeth  
Deemed (to be) University, Erandwane  
Pune- 411038, Maharashtra**





**Memorandum of Understanding**

This Agreement is made on the 30<sup>th</sup> day of November, 2020

**BETWEEN**

**BVG Life Sciences Limited**, a BVG Group Company incorporated under the Companies Act, 1956 and now governed under the Companies Act, 2013 having its registered office at **BVG House, Premier Plaza, Pune Mumbai Road, Chinchwad, Pune - 411 019, Maharashtra** (hereinafter referred to as "**BVGLSL**" which expression, unless repugnant to the subject or context therein, shall mean and include its affiliates, employees, assignees, subsidiaries, nominees, agents & successors-in-interest), of the **FIRST PART**.

**AND**

**Bharati Vidyapeeth Deemed (to be) University's Poona College of Pharmacy, Erandwane, Pune- 411038, Maharashtra** (hereinafter referred to as "**PCP**" which expression, unless repugnant to the subject or context therein, shall mean and include its affiliates, employees, assignees, subsidiaries, nominees, agents & successors-in-interest), of the **SECOND PART**.

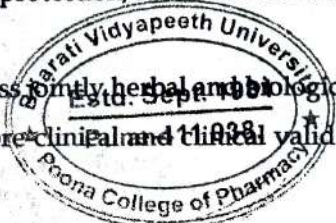
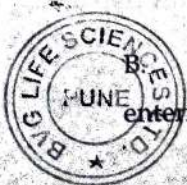
**BVGLSL and PCP** shall hereinafter sometimes individually be referred to as the "**Party**" and collectively as the "**Parties**".

**WHEREAS:-**

The parties have discussed and deliberate on various items of mutual interest and benefits and have deemed expedient to execute this memorandum of understanding to mutually cooperate as per below:

**A. PCP has facility and expertise for validation of ayurvedic and herbal formulations in the field of human health. BVGLSL & PCP have shown interest for collaboration for validation and product development in the field of herbal human health, veterinary, crop protection, food and nutrition.**

**B. Parties will discuss jointly herbal and biological leads for validation, before entering into phase of pre-clinical and clinical validation. All the study protocols**







(pre-clinical/clinical) will be developed mutually in consultation with the subject experts. After completion of pre-clinical validation, the data will be reviewed jointly for proceeding for further validation.

C. PCP will pre-clinically (efficacy and/or safety/toxicity) validate the herbal technologies through their research scholars/students/experts using standard protocols jointly agreed by BVGLSL & PCP. All the expenses of the pre-clinical studies will be borne by BVGLSL. PCP will develop the proposal and budget and share with BVGLSL for review and acceptance, before initiating the studies. The products developed under this collaboration will be launched mainly through AYUSH/FSSAI/Phyto-pharmaceutical route, chosen by BVGLSL. PCP will not share this validation data related to BVGLSL to any third party without written permission of BVGLSL.

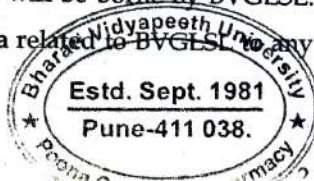
D. Intellectual Property rights on the new herbal formulations modified Ayurvedic technologies, bio-formulations etc. solely identified by BVGLSL and shared for validation with PCP will be held by BVGLSL only and expenses in relation to IP protection will also be borne by BVGLSL. However, the students/experts of PCP and BVGLSL who will contribute in the validation activities may be given rights to jointly publish the outcomes, excluding the confidential data important for commercialization, which will be decided by BVGLSL in writing.

E. BVGLSL will commercialize the successful and selected technologies developed under this collaboration and will recognize the efforts of PCP in validation and may mention on the product labels.

F. PCP will work as technology partner and share all validation and technical details, required for the regulatory approvals

G. For leads generated by BVGLSL, incase if so desired by BVGLSL, PCP will help in formulation development from lab to pilot level to enable BVGLSL and to scale it upto production level. PCP will develop the proposal and budget and share with BVGLSL for review and acceptance, before initiating the formulation development. All the expenses for the above activity will be borne by BVGLSL.

PCP will not share this formulation development data related to BVGLSL to any third party without written permission of BVGLSL.







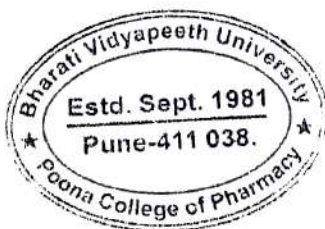
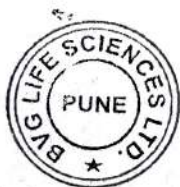
11. PCP and BVGLSL will not disclose any confidential and technical information of joint work with any other party, without consultation and written approval of each other. If any of the selected herbal technologies/products fails at testing, trials, pre-clinical or clinical stage, then also the outcomes of the study will not be shared with the third party by PCP and further work on those technologies will be done only after consultation and agreement of BVGLSL.

I. BVGLSL has also a well-established R&D facility for DNA fingerprinting/barcoding of the herbs, quality control of herbs and optimization of their formulations, quantification of phytochemicals in the herbs etc. which may be used by PCP's in-house faculty for their academic project activities, at minimal cost.

J. Both the parties may work together on multiple scientific projects other than drug discovery and validation activities such as submission of joint R&D proposals for funding, manpower training and exchange, etc. where BVGLSL will be the industry partner. BVGLSL may provide industrial training to staff/in-house researchers of PCP at discounted cost, compared to normal cost.

K. Excluding the herbal technologies/formulations of BVGLSL, if BVGLSL and PCP jointly develops some new effective herbal medications or any formulation by putting their joint resources, IP will be held jointly (Both parties) and BVGLSL will be offered the technology for commercialization by paying royalty to PCP on the ex-factory price, as per mutually agreed terms and conditions. BVGLSL will have exclusive rights to do commercialization for the period of fifty years.

L. If PCP develops some technology individually, IP will be held by PCP and the technology may be offered to BVGLSL for commercialization on royalty basis on ex-factory price, as per mutually agreed terms and conditions. If BVGLSL does not show any interest in that technology PCP may offer that technology to any other party.







1. **Arbitration:**

If any dispute arises between the parties about the interpretation or implementation of this agreement, or any clause of this agreement, the parties shall endeavor to settle such dispute amicably. In case of failure by the parties to resolve the dispute in the manner set out above within 60 (Sixty) days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator, having summery powers to be appointed by the statutory auditors of the company. The place of arbitration shall be at Pune. The arbitration proceeding shall be governed by the arbitration and conciliation act, 1996 as may be amended and modified from time to time.

2. **Governing Law and Jurisdiction**

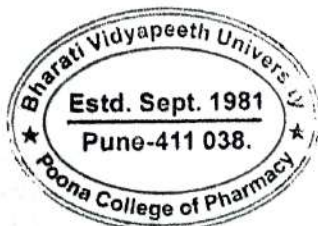
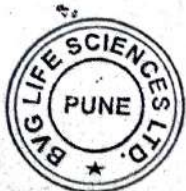
This Agreement shall be governed by and interpreted in all respects in accordance with the laws of India and the parties hereby submit to the exclusive jurisdiction of the Courts at Pune with respect to the subject matter of this Agreement. Notwithstanding any other rights of either Party, either Party may seek injunctive relief in any court of competent jurisdiction against improper use.

3. **Authorization:**

The persons whose signatures appear below certify that they are authorized to enter this Agreement on behalf of the Party for whom they sign.

4. **Validity:**

This MoU will be valid for a period of five years from the date of signing and can be further renewed by both the parties as per mutually agreed terms and conditions. If the MoU is not extended after five years, then the ongoing activities will be completed and no further new activities will be initiated, till extension.







IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THIS AGREEMENT has been signed on the date first above written.

FOR AND ON BEHALF OF BVGLSL- SIGNED BY

SIGNATURE: 

NAME: Dr. Pawan Kumar Singh

DESIGNATION: Vice President - R&D, BVG Life Sciences Ltd., Pune



WITNESS:

SIGNATURE: 

NAME: Dr. Sandeep K. Thakur

FOR AND ON BEHALF OF PCP - SIGNED BY


SIGNATURE: 

NAME:

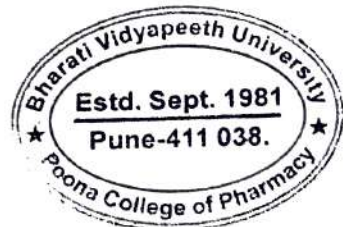
Dr. Atindram P. Palsan

DESIGNATION: Principal (H.C.)

WITNESS:

SIGNATURE: 

NAME: Prof. Unesh Banakar Ph.D.





24 / Dec / 2020  
(3 years)

**MEMORANDUM OF UNDERSTANDING**  
**On**  
**COLLOBRATIVE RESEARCH**  
**BETWEEN**

**WINSIA LIFE SCIENCES**

Flat No. 401, CTS 51 B+127,  
Shantisheela, Society,  
Alliance Avaneesh,  
Erandwane, PUNE,  
Pune, Maharashtra, India, 411004

**AND**

**BHARTI VIDYAPEETH UNIVERSITY**  
**"POONA COLLEGE OF PHARMACY"**  
Erandwane, Pune

---



## 1. Purpose of the MOU :

Whereas two organizations, WINSIA life sciences, Flat No. 401, CTS 51 B+127, Shantisheela Society, Alliance Avaneesh, Erandwane, PUNE, Pune, Maharashtra, India, 411004 (hereinafter referred to as **COMPANY**) and Bharti Vidyapeeth University Poona College of Pharmacy, (hereinafter referred to as **INSTITUTE**) have mutual interest in collaborative research having application in the field of **Pharmaceuticals** on regular basis in an ongoing manner.

(A) The Parties wish to record in this Memorandum of Understanding (MOU) the basis and principles concerning research work conducted jointly by **WINSIA LIFE SCIENCES** and **Bharti Vidyapeeth University's Poona College of Pharmacy, Pune**.

(B) This MOU is not intended to be a binding agreement between the Parties hereto with respect to the subject matter hereof. A binding agreement will not occur unless and until the Parties have negotiated, approved, executed and delivered an Agreement. Until the execution and delivery of the Agreement, either Party shall have the absolute right to terminate all negotiations for any reason without liability hereof.

The COMPANY essentially being a commercial organization is interested in applied research resulting in product / process development for commercial exploitation. Another aim of all such activities is to generate inventions and know-how in various spheres which can be collectively termed as intellectual property or inventions, a natural consequence of which will result in well defined patents, for protecting the same from all extraneous exploitations, except as provided for under this MOU .

Both the organizations agree to the following guidelines for collaborative efforts for projects outlined in annexure A.

## 2. Contacts:

The official contacts relative to this Memorandum of Understanding (MOU) are as listed below; however, contact between individual scientists and managers in both of organizations is encouraged as this will facilitate increasing collaboration.

Principal, Bharati Vidyapeeth's Poona college of Pharmacy, Erandwane, Pune	Founder and CEO Winsia Life Sciences Flat No. 401, CTS 51 B+127, Shantisheela, Society, Alliance Avaneesh, Erandwane, PUNE, Pune, Maharashtra, India, 411004
---	---



### 3. Scope of Collaboration:

Collaborations under this Memorandum of Understanding (MOU) may include, but are not limited to the following:

- 3.1. Service work provided by INSTITUTE for research performed either at COMPANY or INSTITUTE site;
- 3.2. Research contracts financed by COMPANY for research performed at COMPANY / INSTITUTE Site and;
- 3.3. Joint research projects (funded/ financed) by a third party submitted by both parties to this MOU.

### 4. Team:

Both above mentioned parties will form a team consisting of working and consulting members from both members /employees / students / of both party constituents for collaborative work to be performed at INSTITUTE / COMPANY for research and development of above mentioned projects and will appoint a Chief Investigator (hereinafter referred to as 'CI') who will be appointed for each project before starting of a project and will be added in **Annexure A** along with the title of the project with signature of both the official contacts mentioned in S.No 2 along with CI.

#### 4.1. Responsibilities:

- 4.1.1. It is understood by both Parties involved in the project that they will continue to fulfill their expected team responsibilities. Their objectives will be set in the monthly / regular meetings of above mentioned contacts including all personnel working under entitled projects, they will discuss how the project can be implemented and tasks will be designed thereafter by contacts. Any person found not to work efficiently, shall be liable for explanation to above mentioned contacts. Any further action necessary shall be taken by both contacts.
- 4.1.2. Team members from both parties will bears responsibility of nondisclosure of the above mentioned collaborative research, any person found guilty for disclosing project details shall be liable for action as set by both parties in nondisclosure agreements to be signed by all researchers to safeguard the Intellectual Property.

### 5. Communication

Above mentioned contacts from both parties will review the progress of their project with the collaborative team. Such meetings may be set up once a month or as necessary.

### 6. Time

- 6.1. Duration of the projects: Initial commitment to this MOU is estimated to three years starting from the date of signing this agreement and Projects will be assigned with this timeline in mind. It may be renewed for further duration on existing or mutually acceptable terms.
- 6.2. Percentage/Actual amount of time: INSTITUTE and COMPANY commit to effective implementation of regular monthly targets. It is understood and agreed upon that the working personnel will work on weekly schedule. Both parties will set and keep the account of this (working) time.

Meetings: It is understood that both INSTITUTE and COMPANY personnel involved in the project will continue to fulfill their expected team responsibilities and will furnish their commitments to



compulsory meetings, conferences and events. Any potential conflicts regarding the execution of projects will be communicated at the earliest possible time to the contacts mentioned for every Project and resolved amicably.

## **7. Finances**

7.1. The COMPANY shall reimburse the following expenses or provide in kind the following:

7.1.1. Raw Material, Excipients, and other consumables which may be required for executing the project and not normally available with the Institute. Charges incurred for tests undertaken at other laboratories if facilities are not available.

7.1.2. Travelling allowance, Dining allowance, Hotel allowance for the travel of any team person regarding development of above mentioned Projects. Reimbursement should be made within 30 days of receipt of said expense statement / claim by a member.

7.1.3. Charges and Fees for any Third person / Organization consulted for the development of above mentioned Projects if mutually considered necessary.

7.2. The COMPANY will incur all Expenses and Fees related to filing of patents undertaking searches and any litigations with respect to the filed patents.

## **8. Ownership**

Any intellectual property developed through this collaboration shall be assigned to the COMPANY. The Researcher workers and through them the Institution shall continue to be named as the Inventors. The Inventors may include researchers who are also employees of the COMPANY in case they have contributed in developing the Intellectual Property. The detailed rights and conditions related to exercise of Intellectual Property ownership are further clarified below:

### **8.1. Intellectual Property:**

In the course of the conduct of the research or services required under contracts that may be developed, prior protected/Non protected intellectual property (Patents) of INSTITUTE may be utilized, new intellectual property (Patents) may be developed, and opportunity for synergic benefits from the combining of intellectual property envisioned. The following rights and responsibilities will pertain:

#### **8.1.1. Prior Intellectual Property:**

Intellectual property (Patents) of INSTITUTE, protected or unprotected, that exists prior to the beginning of the joint effort that is utilized or disclosed as a part of the design or implementation of both these projects will remain the sole property of the owner of the intellectual property. Protection of prior intellectual property of INSTITUTE, which is being disclosed to COMPANY, will also become the responsibility of the COMPANY. The Company will be assignee in that case. The partner organization will maintain confidentiality of all such property and shall not use the information for any purpose other than those authorized in writing by the owner of intellectual property. However, wherever the company's services are employed for patent filling, sealing, protection of the know-how developed, INSTITUTE will automatically assign the Know-how to Company on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause no 7 (Finances).



Additionally a lumpsum technology transfer charge to INSTITUTE may be considered on a case to case basis.

#### **8.1.2. New Intellectual Property:**

In instances where new Intellectual Property is anticipated as a result of the project (joint research projects) COMPANY will take all responsibility regarding filing, and processing of collaborative intellectual property (which includes all expenses for any pre grant or post grant oppositions). This intellectual property shall be jointly held and patented with the company as an applicant/assignee and researchers named as Inventors. Any further commercialization should be addressed in that specific contract before commencement of any research activities.

**8.2 Publications:** Both, Company and Institute will not publish any data generated during the joint project without explicit written consent if both parties.

### **9. Royalty:**

1. Royalty payments (if applicable) shall be mutually decided by the parties on case by case basis

### **10. Joint Proposals for Third Party Projects:**

- 10.1. As mutually beneficial opportunity presents, COMPANY and INSTITUTE may elect to submit joint proposals to other (third party) Clients for research or development of specific part of project or develop products according to their need for their commercial use. All such use of above mentioned joint project could be conducted. The joint working and division of responsibilities and sharing of rewards will be mutually finalized for each such project based upon individual contribution. Based upon the nature and content of the third party project, any one out of the company and institute shall become the principle service provider and the other subsidiary provider to the third party. In general for all financial arrangements & agreements made with third parties for generating technology resulting from projects basically initiated by institute & commercialized, the share between COMPANY & INSTITUTE will be 35% & 65% respectively. Conversely for projects initiated by the COMPANY the share will be 65% & 35% between COMPANY and INSTITUTE.
- 10.2. The equipment and instrument purchased from the finance generated from the third party shall be the sole property of the INSTITUTE.

### **11. Confidentiality:**

#### **11.1. Proprietary Business Information:**

Each organization acknowledges and agrees that its fellow collaborators is engaged in business, research activities in which it is or may be crucial to develop and retain proprietary, trade secrets, and other confidential information for the benefit of the both organizations (collectively, "proprietary information"). Accordingly, no organization shall at any time during or after the termination of this MOU, either directly or indirectly -

- 11.1.1. Divulge or convey any proprietary information to any entity or individual, except as may be expressly authorized in writing by its fellow organization during or following the completion of the contractual relationship; or



11.1.2. Use any proprietary information for the organization's own benefit or the benefit of any entity or individual other than the organization owning the proprietary information. The proprietary information to which the collaborating organization may have access may include, but is not limited to, matters of a technical or intellectual nature such as inventions, designs, drawings, models, plans, improvements, processes of discovery, techniques, methods, ideas, discoveries, developments, know-how, formulae, compounds, compositions, specifications, specialized knowledge. The owner of such proprietary information shall mark all documents it considers covered by the clause as confidential before providing them to its collaborator. Regardless of whether the information supplied pursuant to the said purpose is marked confidential or not, if the same falls within the above mentioned definition, it will be deemed to be Proprietary Information.

Proprietary Information will be transmitted "as is" and with all its faults, provided that in no event shall Company be liable for the accuracy or completeness of the Proprietary Information.

**11.2. Proprietary Personal Information:**

During the course of collaborations, either entity may have access to private and personal information regarding their partners, its suppliers, customers, management, and shareholders, including, but not limited to, information regarding their personal, legal, or business affairs. COMPANY and INSTITUTE understand and agree that the disclosure of any information whatsoever regarding the partner could be damaging. Each institution therefore agrees not to disclose any such information to any person or entity including the media during or after the term of this MOU, except as required for the purposes of fulfilling the requirements of specific collaborations or as expressly authorized by the partner institution in writing, or as required by law.

**12. Applicability of the MOU to Employees of the Organizations:**

During the course of collaborations, either entity may have access to private and personal information regarding their partners, its suppliers, customers, management, and shareholders, including, but not limited to, information regarding their personal, legal, or business affairs. COMPANY and INSTITUTE understand and agree that the disclosure of any information whatsoever regarding the partner could be damaging. Each institution therefore agrees not to disclose any such information to any person or entity including the media during or after the term of this MOU, except as required for the purposes of fulfilling the requirements of specific collaborations or as expressly authorized by the partner institution in writing, or as required by law.

**13. Administration of the MOU:**

13.1. The MOU will come into effect on the day on which it is signed.

13.2. The term of the MOU will be three years from the effective date.



#### 14. Amendment

This MOU may be amended by mutual consent of the parties concerned.

#### 15. Term & Termination:

This MOU shall continue in full force and effect for a period of three years from the date of signing. We would like to retain the option of mutual termination and can be terminated by either parties by giving one (1) month prior notice to other parties and the INSTITUTE will not enter or handover the research work under taken by this MOU between the parties, with any third party without prior permission of the Company and only after making good the loss suffered by the Company in this behalf.

#### 16. Obligations of the Company:

The Company shall obtain and keep valid all applicable authorized, consents, approvals, licenses, and clearance that are necessary for the performance of its obligations set out in this MOU. Further, the Company will be solely responsible for any ill effects of the product due to human consumption including for the claims and damage. The INSTITUTE will neither be responsible for the quality parameters of the products nor for its ill effects including for claims and damages.

IN WITNESS WHEREOF "The COMPANY" and the "INSTITUTE" named above have set their respective hands and signed this MOU at Pune in presence of attesting witness, signing as such on the day mentioned herein below.

Signed by:

Signature

Date

Authorized Signatory  
Founder and CEO

Signature

Date

Principal / Head of Institute

In the presence of

Witness

Signature

Date

Name

Address

Witness

Signature

Date

Name

Address

24/12/20  
Dr. Varsha Pokharkar  
BVPU Poona College of Pharmacy  
Pune.

24/12/2020  
Dr. J. R. Rao  
BVPU Poona College of Pharmacy



**Annexure 1**

<b>S.No</b>	<b>Title of the project</b>	<b>Responsible Authority from the COMPANY</b>	<b>Principal/Head INSTITUTE</b>	<b>Chief investigator</b>
<b>1</b>				



# **Memorandum of Understanding (MOU)**

***BETWEEN***

***SPORTAL CORPORATE PRIVATE LIMITED***

**AND**

***Bharati Vidyapeeth Deemed University***

**COLLEGE OF PHYSICAL EDUCATION**

***Dhankawadi, PUNE – 411 043***

**FOR**

**Promotion of Physical Education and Sports**

**30<sup>th</sup> Dec 2020**



**THIS MEMORANDUM OF UNDERSTANDING** made between Sportal Corporate Pvt Ltd) and Bharati Vidyapeeth Deemed University College of Physical Education, Dhankawadi, Pune-411 043 as a result of friendly relationship that exist between the two.

**WHEREAS** both the company and institutions are desirous to join their hands for the promotion of Physical Education, Yoga and Sports profession at the institutional level as well as throughout the country.

**FURTHER**, they are also desirous of having strategic partnership on co-operation and mutual support to meet the need of the profession.

**BOTH** institutions have realized the urgent need of having collaborative work as well as establishing linkage between the two for carrying out the following tie up activities for substances & enhancement of quality, with immediate effect\_

- 1 Students Training
- 2 Students Placement
- 3 Organization of fitness awareness programme

The above memorandum of understanding is made for next Two years through the representatives of both the institutions.

Done at Pune on this 30th Dec 2020

**For and on behalf of the Sportal Corporate Pvt Ltd**

Name : Mr. B.Kiran

Rank : CEO

Signature : 

Date : 30-12-2020

**For and on behalf of the Bharati Vidyapeeth Deemed University College of Physical Education, Dhankawadi, Pune (Maharashtra).**

Name : Dr. (Shri) S S Vidhate

Rank : Principal

Signature : 

Date : 30/12/2020

Principal  
Bharati Vidyapeeth  
(Deemed to be University)  
College of Physical Education  
Pune-Satara Road, Pune-43.



# **Memorandum of Understanding (MOU)**

**BETWEEN**

**EDU-INDUSTRIES SKILLS PVT LIMITED**

**AND**

**Bharati Vidyapeeth Deemed University**

**COLLEGE OF PHYSICAL EDUCATION**

**Dhankawadi, Pune – 411 043**

**FOR**

**Promotion of Physical Education and Sports**

**10<sup>th</sup> February, 2020**



**THIS MEMORANDUM OF UNDERSTANDING** made between **EDU-INDUSTRIES SKILLS LIMITED** and **Bharati Vidyapeeth Deemed University College of Physical Education, Dhankawadi, Pune-411 043 .**

**WHEREAS** both the parties are desirous to join their hands for the promotion of Physical Education and Sports along with technologies involved in sports through out the country.

**FURTHER**, they are also desirous of having strategic partnership to train physical education students in technology and soft skill for their future job prospectus.

**BOTH** parties have realized the urgent need of having collaborative work as well as establishing linkage between the two for carrying out the following tie up activities for substances & enhancement of quality, with immediate effect\_

- I. **Promotion of Sports and Physical Education**
- II. **Soft Skill Training**
- III. **Training of technology in Sports**

The above memorandum of understanding is made for next two years through the representatives of both the parties.

Done at Pune on this 10<sup>th</sup> day of February , 2020.

**For and on behalf of EDU-INDUSTRIES SKILLS LIMITED**

Name : Mr Rishabh Sharma

Designation: Director Edu Industry Skills Pvt Ltd

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

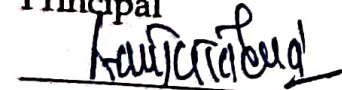
**Edu Industry Skills**  


10-02-2020

**For and on behalf of the Bharati Vidyapeeth Deemed University College of Physical Education, Dhankawadi, Pune (Maharashtra).**

Name : Dr. (Shri) S.S Vidhate

Rank : Principal

Signature : 

Date : 10/02/2020.

**Director**



**Agreement on service charges between IISER Pune and Bharati Vidyapeeth,  
Pune, to use IISER Animal facility for experiments.**

At the request of Bharati Vidyapeeth, Pune, IISER Pune has agreed to allow researcher from Bharati Vidyapeeth to conduct their animal studies at National Facility for Gene Function in Health & Disease (NFGFHD) of IISER, Pune.

Bharati Vidyapeeth are bound by the following clauses and any deviations will be introduced by mutual consent and added as an annexure.

1. IISER Pune will host a Bharati Vidyapeeth within NFGFHD for Institutional Animal Ethics Committee (IAEC) approved research programs.
2. This service agreement initially will be sanctioned for a period of 1 year. In the subsequent year/s, Directors of IISER PUNE and Director of Bharati Vidyapeeth will review this agreement annually and may decide for the expansion or reduction of its scope or complete discontinuation, taking into account the logistics and cost of hosting this unit, collaborations emerging out of it and any pressing needs of IISER PUNE. In case of extension by (or upto) another one year there will be a detailed review and if services has to be continued, a new agreement will be signed with fresh terms and conditions as appropriate.
3. Following shared areas within NFGFHD which are Animal feed store, bedding storage, washing area, quarantine, Autoclave, Biomedical waste storage, cage preparation, necropsy room, clean store.
4. Since Bharati Vidyapeeth wants to use animal facility for short term experiments (45-55 days) so will not be charged any rental but will provide for the actual expenditure on maintaining experimental facility and its equipment, electricity, manpower (if any for day-to-day care/ experimental need and management), animals, animal feeds, bedding and other required consumables as service charges. Bharati Vidyapeeth will transfer the amount against an invoice raised every study/experiment by IISER PUNE for the expenses incurred (Cost break up provided in Annexure – I).



5. NFGFHD will provide in-house bred clean animals (free of infection) with known genetic background of required strains. The study planning, supply of animals, veterinary health care and biosecurity control will be looked after by IISER Facility Manager and Veterinarian in collaboration with Bharati Vidyapeethveterinary/scientific staff. Approved experimental procedures and daily observations will be done by veterinary staff and other trained technical person. Bharati VidyapeethScientist/staff will comply with the record keeping practices adopted by the NFGFHD, IISER PUNE for the CPSCEA or for other regulatory body if required.

6. All the required experiments in NFGFHD will be carried out as per approved protocol with mutual consent. Animal study samples may be taken to Bharati Vidyapeethlaboratory for further analysis, investigation or processing as per approved protocol and if processed in IISER Pune extra charges are to be paid as actual by Bharati Vidyapeeth.

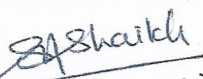
8. Animal experimentation records including forms prescribed by Committee for the Purpose of Control And Supervision of Experiments on Animals (CPCSEA), Govt. of India will be maintained by Bharati Vidyapeethand a copy will be made available to NFGFHD, IISER PUNE.

9. Since NFGFHD is Clean Animal Facility, stringent measures and tests would be adopted to ensure that no infections shall get introduced in the Animal colony.

10. Any disputes arising out of this agreement shall be settled amicably through negotiations in good faith by the Directors or competent authorities of both organizations.

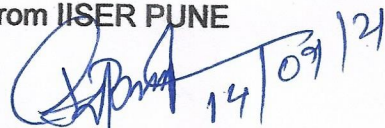
In witness whereof, the parties here to have hereunto executed these presents on the date first herein above mentioned.

Authorized signatory from Bharati Vidyapeeth Authorized signatory from IISER PUNE

  
Bharati Vidyapeeth

Date: 21/06/2021

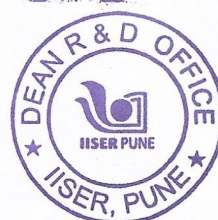
Place: Pune

  
Dean (R&D), IISER PUNE

Date:

Place: IISER Pune

PRINCIPAL  
Bharati Vidyapeeth  
(Deemed to be University)  
Rajiv Gandhi Institute of I.T. & B.T.  
Sata Road, Pune - 411 046.



प्रो. अंजन के. बनर्जी/Prof. Anjan K. Banerjee  
अधिष्ठाता, अनुसंधान एवं विकास/ Dean, R & D  
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान  
Indian Institute of Science Education & Research  
पुणे / Pune- 411 008, भारत / India



**Witnesses:**

1. A.S. Moghe  
(Dr. A.S. Moghe)
2. Dr. Mrs. R-K. Bhalekar  
(Dr. Mrs. R-K. Bhalekar)

HOD  
Dept. of Microbial Biotechnology  
BVU, Rajawade Institute of I.T. & B.T.  
BVU, Rajawade Institute of I.T. & B.T.  
Katrai, Pune - 411 046.

**Witnesses:**

1. Siddhesh Kamat  
Siddhesh Kamat
2. Suraj Ingle  
Suraj Ingle

**Annexure-1 :Service charges**

Sr. No.	Particulars	Cost /unit (Rs)
1	Animal cost: Nude mice (nu/nu)	3500/mice
2	Maintenance cost per cage/ day for Mice – IVC cage	70/cage/day
3	Procedural consumables and housekeeping charges	15000/month
4	Media, reagents,procedural assistance by Vet and technician.	At actual
<b>Total cost of the study</b>		

**Note:**

- \*Maintenance cost is based on holding 3-5 mice per cage which includes Irradiated/ autoclave feed, bedding, waste disposal charge, electricity, consumables required etc.,
- All animals are maintained SPF (Specific Pathogen Free)
- The costs are subjected to change as per annual revision by IISER Pune
- GST (18%) charges will be extra
- Payment term: 100% advance before start of using animal facility services

✓ Thomas Ingle  
Bio Dept chair





महाराष्ट्र MAHARASHTRA

2020

WV 095105

23 JUN 2020

महाराष्ट्र राज्य सरकार  
महाराष्ट्र राज्य न्यायिक प्रशासन  
महाराष्ट्र राज्य न्यायिक प्रशासन  
महाराष्ट्र राज्य न्यायिक प्रशासन

अनु. क्र. 6298 दि. 23 JUN 2020  
मु. शु. नमूना - 100/-  
करतया प्रमाण - प्रतिष्ठापना  
सहकारी न्यायिक प्रशासन अर्थीय पत्रा होय/नाही -

निष्ठापना दि. 17 JUN 2020  
निष्ठापना दि. 17 JUN 2020  
पुणे 38

मुद्रांक प्रमाण - शुद्धांक शुद्धांक  
मुद्रांक प्रमाण - शुद्धांक शुद्धांक

निष्ठापना दि. 17 JUN 2020  
मुद्रांक प्रमाण - शुद्धांक शुद्धांक  
मुद्रांक प्रमाण - शुद्धांक शुद्धांक

वर्षिक कोषागार अधिकारी  
प्रमाण शुद्धांक लिपीक  
कोषागार पुणे करिता


MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN  
YASHWANTRAO MOHITE COLLEGE OF ARTS, SCIENCE AND COMMERCE,  
PUNE  
&  
BEE BASKET SOCIETY  
FOR  
SKILL DEVELOPMENT, OUTCOMES BASED TRAININGS, PLACEMENT, R&D  
SERVICES AND RELATED SERVICES



(Dr. S. R. Patil)  
Incharge Principal  
Yashwantrao Mohite College, Pune-36







## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereafter called as the MOU) is entered into on this 27<sup>th</sup> June Two Thousand and Twenty (27/06/2020), by and between

**Yashwantrao Mohite College of Arts, Science and Commerce, Paud Road, Erandwane, Pune – 411 038** represented herein by its **Dr. S. R. Patil, Principal** (hereinafter referred as '**First party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

**Bee Basket Society, 804, D-4, B wing Rahul Park, Warje, Pune – 411058.** THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, **Mr. Amit Abhay Godse**, (hereinafter referred to as '**Second Party**', company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**') as

### WHEREAS:

A) First Party is Higher Education Institution named:


**Yashwantrao Mohite College of Arts, Science and Commerce**

B) First Party and 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 interests.

E) **Bee Basket Society**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the field of ---**Honey Bee rescue and Bee Keeping** – and related fields.







*[Signature]*

Bee Basket Society, the second party is promoted by **Amit Abhay Godse - President,**  
Bee Basket Society, 804, D-4, B wing Rahul Park, Warje, Pune - 411058.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 the 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 the 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 Documents) as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2**

##### **SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group institutions and also involve in







Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - **Bee Keeping, Conservation and Training.**
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 10 % of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Yashwantrao Mohite College of Arts, Science and Commerce**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### 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 **Bee Basket Society** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Bee Basket Society**, 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.

(Dr. S. R. Patil)

First Party  
Incharge Principal

Yashwantrao Mohite College, Pune-36

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the 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 **Pune**.

AGREED:

Yashwantrao Mohite College of Arts,

Science and Commerce

(Dr. S. R. Patil)

Incharge Principal

Authorized Signatory  
Yashwantrao Mohite College, Pune-36

Bee Basket Society

Authorized Signatory





College  
sh

<b>Name of Institution :</b> Yashwantrao Mohite College of Arts, Science and Commerce.	<b>Name of Industry:</b> Bee Basket Society
<b>Address:</b> Paud Road, Erandwane, Pune – 411 038	<b>Address:</b> 804, D-4, B wing Rahul Park, Warje, Pune – 411058.
<b>Contact Details:</b> 020-25433383, 020-25440201	<b>Contact Details:</b> 08308300008
<b>E- mail:</b> ymc@bharativedyapeeth.edu bvduymc@gmail.com	<b>E- mail:</b> contact@beebasket.in
<b>Web:</b> ymc.bharativedyapeeth.edu	<b>Web:</b> www.beebasket.in

sh  
(Dr. S. R. Patil)  
Incharge Principal  
Yashwantrao Mohite College, Pune-36



✓

CTE