

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

- 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

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(Deemed to be University)
omoeopathic Medical College

Homoeopathic Medical College Pune-Satara Road, Pune - 411043.

- (b) Joint clinical research work specifically in areas of post marketing efficacy studies on homocopathic medicines manufactured at Medisynth, Navi Mumbai.
- (c) Dissertation projects for B.V.D.U.H.M.C. P.G. / Ph.D. scholars at MEDISYNTH's Research facility.
- (d) Organising of joint seminars and conferences
- (e) Joint publications
- (f) Any collaborative efforts that both may deem fit from time to time.
- 3.2. Representatives of the Institutions may agree to review the operation of this MoU from time to time.

4. Joint Contributions

- 4.1. Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(s) that set out appropriate and relevant contributions by the institutions. They may include
 - (a) Access to the Pharmacy for the development of knowledge of industrial pharmacy.
 - (b) Access to its research laboratories and assist in development of projects involving the institutions.
 - (c) Access to the Hospital OPD to conduct post marketing studies on products.
 - (d) MEDISYNTH and B.V.D.U. shall work specifically in the areas defined in Para 3.1.
- 4.2. The institutions acknowledge that all specific financial arrangements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.

5. Confidentiality and Privacy

- 5.1. MEDISYNTH and B.V.D.U. recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each of MEDISYNTH and B.V.D.U. contractually agrees that it shall not, at any time, disclose to any third institution, any confidential information of another institution without first having obtained the prior written consent of the other institution.
- 5.2. The provisions of this Clause 5 are intended to and shall be binding upon the institutions upon the signing of this MOU, and shall survive the termination or expiry of this MOU.

6. Intellectual Property

6.1. "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), plant varieties, register and unregistered trademarks, registered and unregistered designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.

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- 6.2. Each institution shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at the commencement of any Research Project arising under this Agreement.
- 6.3. If any IPR issue emerges as a result of joint research, then a specific IPR addendum will be jointly agreed upon.
- 7. Amendments and Supplementary Agreements
- 7.1. The institutions may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorized officer(s) of each institution.
- 7.2. The institutions shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the institutions, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each institution.
- 8. Use of Name and Logo
- 8.1. No institution shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another institution without first obtaining prior written consent from the other institution. The Institutions intend that this provision shall be binding upon them and shall survive the termination or expiry of this MOU.

MEDISYNTH CHEMICALS PVT LTD (DEEMED TO B

Signature of authorised person

Name & Designation: Dr Prakash Joshi
Technical Advisor

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Date.

Seal of the Institution

BHARATI VIDYAPEETH (DEEMED TO BE UNIVERSITY)

Registrar Bharati Vidyapeeth

Pune-411 030 India
Signature of authorised person

Designation: Mr. G. Jaykumar Registrar

Date: 11/2 March 2021.

Seal of the Institution

I/C PRINCIPAL
Bharati Vidyapeeth
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Homoeopathic Medical College Pune-Satara Road, Pune - 411043.