

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Chaitanya Pharmaceuticals Pvt. Ltd., Nashik**



**AND**

**MET's Institute of Pharmacy  
Bhujbal Knowledge City  
Adgaon, Nashik**

**THE MET LEAGUE OF COLLEGES**  
**MET**  
**AS SHARP AS YOU CAN GET**

**Date: 11<sup>th</sup> Feb 2020**

This memorandum of understanding (MoU) is executed on the 11<sup>th</sup> Day of February, year at 2020.

**BETWEEN**

Chaitanya Pharmaceuticals Pvt. Ltd, Nashik, PLOT .44/18 (A), M.I.D.C., Satpur, Nashik, 422007, Maharashtra through its Managing Director which expression shall include its successor and permitted assignees of the **FIRST PARTY**.

**AND**

MET's Institute of Pharmacy, Bhujbal Knowledge City located at Adgaon, Nashik 422003 (Maharashtra) established on 2006 and represented through its PRINCIPAL which expression shall include its successors in the office and permitted assignees of the **SECOND PARTY**.

The First Party, represented by Mr. Pushkar Sharad Pathak, Managing Director, Chaitanya Pharmaceuticals Pvt. Ltd, Nashik.

**AND**

The second party represented by Dr. Sanjay Kshirsagar, PRINCIPAL, MET's Institute of Pharmacy, Bhujbal Knowledge City.

**Whereas, First party** having one of its objectives to perform quality control testing of raw material, finish products and develop formulations through the laboratories of MET's Institute of Pharmacy, Nasik.

**Whereas, Second party** has objectives to develop industrial analytical skills of students.

**AND**

**Whereas** the first party and second party desire to collaborate to conduct quality control analysis of medicinal formulations and to train the students

**Whereas, through this MoU, each entity will undertake to support each other's effort for the specific purpose mentioned in this MoU**

**Now, Therefore, the First and Second Party** have intended, agreed and consented to the following terms and deeds in pursuance of the common intent:

**The First Party:**

1. Shall arrange industrial visits for students as per the feasibility and convenience of the first party.



2. Shall forward the certificates of the training for all training programs (conducted, if any) to participants.
3. Shall not responsible for any additional provision of physical infrastructure required for training etc. beyond its current scope.
4. Shall seek feedback from each participant of training program (if conducted) about overall quality of program, resource persons, etc.
5. Shall assign project as per mutual understanding between both of the parties.

**The Second Party:**

1. Shall provide all necessary facilities in terms of instrument/ equipment, chemicals and glassware at their center to the First party.
2. Shall provide all necessary physical infrastructures for conducting required trial/research work.
3. Shall charge as per mutual agreement from first party for project assigned.
4. No project/activity shall be commended by the second party without approval of charges/consideration from the first party any such way without prior communication of charges with the first party shall not be paid by the first party.
5. Shall maintain confidentiality of project.
6. All data generated/result/conclusion carried out as per the requirement of the first party shall be the property of the first party. The second party shall not share the information/data/results to anyone or publish in any form without written consent of the first party.
7. The second party shall submit/provide all the data generated, documents prepared as an when demanded by the first party regarding the projects as mentioned in point no. 6.
8. This MoU will be effective when signed by both the parties and shall remain valid for 1 year's term from the effective date which may be extended, from time to time, with mutual consent of both the parties.

9. The MoU may be terminated at any time during the currency of its period of validity through mutual consent after 30 days, notice from either side in this regard.
10. No amendment or change or addition shall be effective or binding on either of the parties unless set in writing and executed by the respective duly authorized representative of each of the parties.
11. The obligations of First party and Second party have been outlined in the MoU. However, during the operation of MoU circumstances may arise which may call for alternations or modifications of this agreement. These alterations will be mutually discussed and agreed upon in writing.
12. The parties of this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the other institutions, which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
13. In case of Termination of MoU, it shall be duty of both the parties to convey the status of ongoing project and its financial cost. In such situation the liability of the first party shall be restricted to only completed projects and not the partially completed projects.
14. The second party shall not at any time (during and after the period of this MoU ) use the first party's name, copy rights, trademarks, patents, designs, Logo, formulation, processed data, product Information, product concepts, or any other such a intellectual property right without written consent of the first party.
15. This MOU or any action of the parties with respect their to doesn't constitute legally binding obligation by both parties it only intends layout the spirit and understanding the agreement of benefit of the respective parties.
16. This MoU doesn't create any partnership, agency, joint venture, or employer employee relationship between the parties.
17. The First party, being an industrial unit, is subjected and operated under various Government laws & Acts such as D & C Act, Factories Act, and Labor Laws etc. It shall be responsibility of second party that within the duration



of industrial visit, the student should not create or involve in any such act which is not acceptable under provision of said Act/ Law.

18. The parties shall be responsible for their respective cost loss and expenses and no parties shall be responsible to the other for any loss, cost, expenses or damages.
19. The first party may sign another MOU having similar objective with another institute apart from the second party, for similar or different projects.
20. In case of dispute, Nasik court shall be jurisdiction.

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

<p><b>For and on behalf of First party</b></p> <p><i>For Chaitanya Pharmaceuticals Pvt. Ltd.</i></p> <p><i>[Signature]</i></p> <p><b>Managing Director</b></p> <p><b>Mr. Pushkar Sharad Pathak</b> <b>Managing Director,</b> <b>Chaitanya Pharmaceuticals Pvt.</b> <b>Ltd, Nashik</b></p>	<p><b>For and on behalf of Second party</b></p> <p><b>(MET's Institute of Pharmacy,</b> <b>Bhujbal Knowledge City, Nashik)</b></p> <p><i>[Signature]</i></p> <p><b>Dr. Sanjay J. Kshirsagar</b> <b>PRINCIPAL</b> <b>Principal, MET's Institute of Pharmacy,</b> <b>MET's Institute of Pharmacy</b> <b>Adgaon, Nashik-3,</b> <b>Bhujbal Knowledge City, Nashik</b></p>
<p><b>Witness</b></p> <p><i>[Signature]</i></p> <p><b>Prasad Pandit</b></p>	<p><b>Witness</b></p> <p><i>[Signature]</i></p> <p><b>Dr. Sunita N. Surse</b></p>

