

MEMORANDUM OF UNDERSTANDING

This MOU has been signed with an objective to disseminate and advance knowledge by providing instructional, research and extension facilities in the field of Pharmaceutical Sciences as it may deem fit and it shall endeavor to provide students and teachers the necessary atmosphere and facilities for the promotion of:

- i. Innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality.
- ii. Inter-disciplinary and multi-disciplinary studies.
- iii. Applied and advance knowledge with respect to industrial orientation to reduce the gap between Pharmaceutical industry and academia



Ambe Durga Education Society's

DADASAHEB BALPANDE COLLEGE OF PHARMACY

BESA, NAGPUR (MS)

Near Swami Samarth Dham Mandir, Besa, Nagpur-440037


Phone No. 07103-281277, 281244

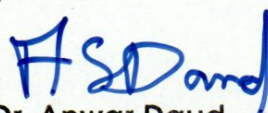


zim
Zeal & Innovation in Medicine

ZIM Laboratories Limited

Sadoday gyan, Opp. NADT, Nelson Square, Nagpur - 440 013


Dr. Ujwala N. Mahajan
Principal
DBCOP, Besa, Nagpur


Dr. Anwar Daud
Managing Director
ZIM Laboratories Limited



MEMORANDUM OF UNDERSTANDING



This memorandum of understanding is signed between:-

ZIM Laboratories Limited, having its Regd. Office at Sadoday gyan, Opp. NADT, Nelson Square, Nagpur – 440 013, MS, India a company registered. under the Companies Act 1956, hereinafter referred as **COMPANY**, which expression shall unless repugnant to the context or meaning thereof be being to include its administrators, executor, liquidator, successors in interest and permitted assigns of the First Party.

AND

The Dadasaheb Balpande College of Pharmacy, located at Besa, Nagpur, affiliated to RTM Nagpur University, Nagpur, hereinafter referred to as **The Institute**” which expression shall unless repugnant to the context or meaning thereof be being to include it's administrators, executor, liquidator, successors in interest and permitted assigns of the Second Party.

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

Whereas, **ZIM Laboratories Limited** is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of 'activities of manufacturing, research, distribution and marketing of Pharmaceuticals formulations encompassing almost every solid dosage form including Tablets, Capsules, Dry Syrups, pellets, Powders etc. Zim is having its own DSIR (Govt. of India) recognized **R & D** center. This is a WHO GMP certified' company having its business in India and in International Market and related fields.

Whereas, **The Dadasaheb Balpande College of Pharmacy** is a College of Pharmaceutical Education and Research, at Nagpur has the activities in the areas of Pharma Research and Development .

Whereas both the parties wish to enter into the present MOU with an objective to disseminate and advance knowledge by providing instructional, research and extension facilities in the field of Pharmaceutical Sciences as it may deem fit and it shall endeavor to provide students and teachers the necessary atmosphere and facilities for the promotion of:

- i. Innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality.
- ii. Inter-disciplinary and multi-disciplinary studies.

Applied and advance knowledge with respect to industrial orientation to reduce the gap between Pharmaceutical industry and academia and intended, agreed and consented to the following terms and deeds in pursuance of a common intent to promote and develop the research study, and to Make provisions for research and for the advancement and dissemination of knowledge to organize and to undertake extra-mural studies and extension services.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

A. FIELD OF CO-OPERATION:

1. Both the institute and company shall evolve a mutually acceptable schedule to develop programs, hold seminars and exchange visits.
2. The said academic interaction and intellectual assimilation may include:-
 - i. Faculty/staff development and exchange
 - ii. Deputing PG students as a project trainee with/without stipend
 - iii. Organizing seminars, research, conferences and workshops with mutual consents
 - iv. Collaborations in the sharing of academic data, scientific information, intellectual property, articles and publications
 - v. Providing assistance for the training and placements of UG & PG students.

B. EXCHANGE OF STAFF/STUDENTS/TEACHERS:

1. Reciprocal arrangements based on mutually acceptable terms shall be accomplished to give an impetus to collaborative research and joint projects.

2. The company will provide the required raw inputs for the proposed research work like plant characteristics etc to the Institute to enable individual selected students to carry out the experimental works on the collaborative research.
3. The company will have the first right of refusal to shortlist the third year/ final year graduate/post- graduate students for such collaborative research works.
4. The decision of the company in terms of selection of a particular student for a particular topic / subject will be final.
5. Selective Students for short term training for 4 to 6 weeks as part of their curriculum will receive a suitable certificate on completion of the training program as per company norms.
6. Company has to register itself on the AICTE internship portal and expected to update the information on timely basis regarding the number of vacancies for internship.
7. Students desirous of working on their projects on a medium long term basis for 6 to 18 months will be required to visit the company facilities often as per availability of seats & permission from concern authority of company.
8. The Institute will guide the company and ensure that the selected student has not been awarded any assignment by any other organization / institute for any research work.
9. All students will be required to sign a non disclosure agreement with the company prior to taking up the assignment on the collaborative research work.
10. The Institute will not engage with any other commercial organization for such work that will imply competition with the product range or services of the company.
11. With proper due permission of concern authority, the students will use the existing facilities of the company including instruments at the premises of the group companies and / or other Institutes / Business associates with whom the company may enter allied research arrangements. As a matter of bilateral reciprocation, the Company will have freedom to utilize the facilities of the Institute.
12. The company has authorized its Technical Officer of the group to take all decisions as deemed appropriate to make this MOU a success.
13. Both parties either through the students and / or their respective supervisors / Research guides, or in any manner will not disclose to a third party without proper authorization, any matter pertaining to the collaborative research work.
14. The company will nominate a suitable co author for technical papers if any published in journals of repute on the success of the collaborative research work. The decision of the company on the contents of the technical paper will be final.

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. institution therefore agrees not to disclose any such information to any person or entity including the media during or after the term of this AGREEMENT, 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.

That, for any such publication for promotion of the above said project, only ZIM will have the editorial and publication right.

F. NEW INTELLECTUAL PROPERTY:

In instances where new Intellectual Property is anticipated as a result of the project (joint research projects) which belongs to the COMPANY only and the intellectual property / patent / know-how will belong to the Company on all the new inventions.

G. INDEMNIFICATION

The Institute, shall indemnify and hold COMPANY harmless from liability resulting from the negligent acts or omissions of Institute, its agents or employees trainees, consultants, teachers, pertaining to the activities to be carried out pursuant to the obligations of this MOU;

H. FORCE MAJEURE:

Neither of the Parties shall be held liable for non-performance or delayed performance of the obligations under this Agreement or part thereof due to any direct or indirect cause, which is outside the reasonable control of either Party, such as an Act of God, Government orders or restrictions, threat of war, Warlike conditions, hostilities, mobilization, blockade, embargo, revolution, riot, looting, strike, lockout, epidemic, Pandemic or fire provided that notice of its inability to perform and causes thereof shall be given immediately by the affected Party to the other party.

A Party may claim exemption from the timely performance of obligation due to the occurrence of Force Majeure as defined above. In order to claim such exemption and thus be excused from timely performance of obligation, notice must be given promptly to the other party and the earliest possible date of event of occurrence of Force Majeure.

A party claiming relief by reason of such circumstances of Force Majeure must take all reasonable steps to mitigate their length and effect promptly after the termination of the circumstances of Force Majeure, the party claiming relief shall forthwith notify the other party in writing.

I. RELATIONSHIP BETWEEN THE PARTIES:

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.

J. TERM AND TERMINATION:

- i. The MOU shall remain in force for a period of two years from the date of its signing, and may be terminated by either side by giving a six months' notice to that effect in writing. However, notwithstanding the notice of the intent to terminate the memorandum, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.

ii. DISPUTE RESOLUTION:

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiation between the Parties. In case, the dispute occurred between both the parties and if the same is not resolved through negotiation or by adopting amicable measures, in that case the matter will be settled under the rules of Arbitration and Conciliation Act 1996 the Arbitrator will be

appointed with the mutual consent of both the parties, the seat of Arbitration Shall be at Nagpur, the language of the Arbitration Proceedings shall be English.

- iii. **Termination for breach:** This MOU may be terminated forthwith by either party if the other commits any material breach of any term of this MOU and which (in the case of a breach capable of being remedied) shall not have been remedied within 90 [ninety] days of a written request to remedy the same.

Consequences of termination due to material breach or convenience:

- i. Upon termination, neither party shall have any further obligations under this MOU, other than (a) the liabilities accrued up to the date of termination (b) responsibility to continue co-branding on the certificates for students admitted prior to termination and (c) the obligations which, by their terms, survive termination including, without limitation, the applicable confidentiality provisions of this MOU.

K. MISCELLLANEOUS:

1. The details for the efficacious implementation of this MOU shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the organizations.
2. The parties to this memorandum may, by mutual consent, add modify, amend, delete, review or revise any tem(s) and condition(s) of this agreement.
4. Each Party represents and warrants to the other that it owns or is a valid licensee of intellectual property rights in any materials and information shared pursuant to this MOU, and that it is authorized to share such information with the other Party.

- L. The parties to this MOU undertake to treat as **CONFIDENTIAL AND PRIVILEGED** information of the other institution, which is so classified in advance.
The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

- M. This MOU shall require the ratification of the competent academic/executive body of both the organizations.

For, ZIM Laboratories Limited,

By 

Dr. Anwar Daud,
Managing Director,

Signed at DBCOP on 05/03/2021.

For, Dadasaheb Balpande College of Pharmacy, Besa, Nagpur

By 

Dr. U. N. Mahajan Principal
DBCOP, Besa, Nagpur

Signed at DBCOP on 05/03/2021.