



MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

InClinition,

**S 2 and 3, Shree Devdoot CHS, Datta Apartment,
Near Bhoir Gymkhana, Connector, Vijay Society,
Dombivli West, Dombivli, Maharashtra 421202**

AND

MET's Institute of Pharmacy

Bhujbal Knowledge City

Adgaon, Nashik 422 003

Date of Execution: 12th August 2017

This memorandum of understanding (MoU) is executed on the 12th Day of August year 2017 at Nashik

BETWEEN

InClinition, S. 2 and 3, Shree Devdoot CHS, Datta Apartment, Near Bhoir Gymkhana and Lokpriya School, Connector, Vijay Society, Mahatma Phule Road, Dombivli West, Dombivli, Maharashtra 421202 through its director/owner/GM/CEO which expression shall unless repugnant to the context of meaning therefore include its successor and permitted assignees of the **FIRST PARTY**

AND

MET's Institute of Pharmacy, Bhujbal Knowledge City, Adgaon, Nashik 422 003 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 **Amrit Karmarkar, Director**, InClinition, Dombivli, Mumbai.

AND

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

Whereas the first party and second party desire to collaborate to promote specific training programs/ faculty development programs based on Outcome based Education.

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 shall provide classroom and formative assignment based and industry oriented training for the students and staff of second party.

- Theory sessions related to the certificate course in pharmacovigilance included in programme will be conducted at MET's Institute of Pharmacy, Bhujbal Knowledge City, Nashik.
- Documentation, and formative assignment based training sessions related to course will be conducted at MET's Institute of Pharmacy, Bhujbal Knowledge City, Nashik. --- **INSERTED**
- Each batch will consist of **minimum** 50 students. Change in intake can only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of **MET's Institute of Pharmacy, Bhujbal Knowledge City, Adgaon, Nashik and InClinition, Dombivali, Mumbai.**

ARTICLE 2

ARRANGEMENTS AND FUNDING

- To implement the collaborative activities envisaged under the MOU, representatives of **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition** may meet periodically to negotiate and conclude project agreements and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Prior to final agreement and the implementation of any projects or academic programmes arising from this MOU both **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition** must obtain the agreement in writing of their respective finance departments.
- The financial arrangements, rights to intellectual property and arrangements regarding publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation.
- Course material provided to students will remain intellectual property of InClinition only and breach of this might cause legal proceedings.

ARTICLE 3

MANAGEMENT COMMITTEE

- **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition** will appoint representatives to manage and oversee the joint management activities. The representatives of the **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition** may meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.

ARTICLE 4

ADHERENCE TO LAWS

- Staff and students of **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition** involved in any activities under this MOU shall adhere to the laws of the host country and the applicable rules, regulations and procedures of the **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition**.

ARTICLE 5

AMENDMENTS

- This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition**.

ARTICLE 6

TERM OF AGREEMENT

- This MOU shall commence on the date of its execution by the last until sign of **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition**.
- This MOU shall remain in force for a period of Five years and may be renewed upon its expiry and with the agreement of both parties.
- Either **MET's Institute of Pharmacy, Bhujbal Knowledge City and InClinition** may cancel the MOU by giving six months notice in writing to the other. The

termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.


- The final fees structure will be 80 % InClination share and 20 % MET's Institute of Pharmacy share. This means Inclination's Share is 3200 INR and MET share is 800 INR for each student.
- Students have to pay all fees to InClination and then InClination will release MET's Institute of Pharmacy's share (20% i.e. 800 INR per student) after receipt of fees from student.
- In addition, student has to pay 18% GST apart from fees of the course.
- Marketing for this course to get admissions of students and admission process will be done by MET's Institute of Pharmacy, Bhujbal Knowledge City, Nashik.

ARTICLE 7

LEGAL STATUS

- MET's Institute of Pharmacy, Bhujbal Knowledge City and InClination agree that this Memorandum does not confer any exclusivity regarding activities covered by this Memorandum and that they will not collaborate on similar activities with other partners.
- Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.
- 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.

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>For and on behalf of First party</p> <p><i>K.A.S.A.B.</i> <i>12/08/2017</i></p> <p>Amrit Karmarkar – Director InClination, Dombivli West, Mumbai</p> 	<p>For and on behalf of Second party</p> <p><i>[Signature]</i></p> <p>PRINCIPAL MET's Institute of Pharmacy Adgaon, Nashik-3.</p> <p>Dr. Sanjay Kshirsagar PRINCIPAL, MET's Institute of Pharmacy, Bhujbal Knowledge City, Nashik</p>
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Witness (one from each party)



1. Name and Signature *Atharva Pendharkar*
12/8/2017
Atharva Pendharkar
(InClination)

2. Name and Signature *[Signature]*
12/8/17.
Dr. Deepak Sunil Bhambere.