



# MEMORANDUM OF UNDERSTANDING

(MoU)

#### **BETWEEN**

# Lokmanya Multi-Speciality and Accident Hospital

Dhatrak Phata, Near Bali Mandir, Mumbai - Agra Highway,

Nashik - 422003.

#### AND

## **MET's Institute of Pharmacy**

Bhujbal Knowledge City, Adgaon, Nashik 422 003

## Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is being executed between MET's Institute of Pharmacy, Bhujbal Knowledge Cty, Adgaon Nashik, 422003 and Lokmanya Multi specialty and Accident Hospitals Adgaon Nashik for the purpose of achieving the various aims and objectives relating to the collaborative Projects, Exchange Scientific Staff and other relevant activities.

WHEREAS, MET's Institute of Pharmacy, Adgaon Nashik, 422003 and Lokmanya Multi specialty and Accident Hospitals Adgaon Nashik desire to enter into an agreement in together for knowledge sharing, staff exchange, student visit and collaborative projects setting out the working arrangements that each of the partners agree are necessary to complete the Project;

## Role and Responsibilities of Each Party

- Both Parties hereby agree that they will work in the spirit of mutual co-operation at every level of the project.
- ii) Apply for the research projects/grant to suitable funding agencies
- iii) The exchange of invitations to scholars (faculty, research personnel and graduate students) to take-up research projects.
- iv) Organized online lectures, information sessions and symposia.
- Any other mutually agreed upon activity and scientific information of mutual interest.
  - All those necessary to achieve the objectives of the collaborative projects/activities, subject to mutual approval time to time.
- vi) Both the parties hereby agree that full confidentiality of all the data exchanged between them shall be maintained at all times. Without breach of confidentiality protocol both parties shall engage in coordinated communication without external organization to elicit their support, while doing so, both parties shall always keep each-other fully informed.

- vii) Both parties do hereby agree that any Intellectual Property Rights created during this research project shall be jointly owned and managed as per I.P. laws of respective countries.
- viii) Both parties do hereby agree that this MoU may further lead to binding contract, which will be concluded on mutually agreed terms and conditions.
- ix) In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals, but they should inform the other partner of such agreements well in advance (at least a month).
- Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

#### 1. Term

This MoU shall come into force from the date of execution by both the parties. This MOU shall remain in force upto Five years from the date of signing unless extended further by Mutual consent.

#### 2. Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, email with return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

#### 3. Non-Legal Binding clause

This MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' on-going discussions and, other than the binding sections, neither Party wishes for this MoU to give rise to any binding commitment or legal obligation. The Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing.

#### 4. Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

#### 5. Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

#### 6. Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

#### 7. Termination of MOU

Both parties hereby agree that, either of the party may withdraw its participation from this MoU by giving 3 months advance written notice to other party. However the work undertaken and financial obligation already incurred shall remain effective.

### 8. Signatories

This Agreement shall be signed on behalf of

MET's Institute of Pharmacy, Bhujbal Knowledge Cty, Adgaon Nashik, 422003 by Principal Dr Sanjay J. Kshirsagar and Dr. Sameer A. Ahire, Administrator, Lokmanya Multi specialty and Accident Hospitals Adgaon Nashik

The Signatories to this MoU shall be designated as person in charge for this Project.

Dr Sanjay J. Ksbirsagar,

Principal, MET's Institute of Pharmacy, Bhujbal Knowledge City,

Adgaon Nashik, 422003.

Dr. Sameer A. Ahire,

Administrator, Lokmanya Multi specialty and Accident Hospitals,

Adgaon Nashik,422003.

## Witness (one from each party)

1. Name and Signature

Dr. Rani S. Kankate

2. Name and Signature

Dr. Sandeep Vanjari

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